4006.

SUPREME COURT OF THE UNITED STATES.

No. 221.

MARTIN VERY, APPELLANT,

vs.

JONAS LEVY.

Appeal from the

~~ON A CERTIFICATE OF DIVISION IN OPINION BETWEEN THE JUDGES OF THE~~
CIRCUIT COURT OF THE UNITED STATES, FOR THE DISTRICT OF ARKANSAS.

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THE UNITED STATES OF AMERICA,
District of Arkansas.

Pleas before the honorable the circuit court of the United States, for the district of Arkansas, on the chancery side thereof, at the April term of said court, in the year of our Lord one thousand eight hundred and forty-eight; present, the honorable Benjamin Johnson, judge of the district court of the United States for the district of Arkansas, and sitting as chancellor, and holding said circuit court.

To the judge of the circuit court of the United States, for the district of Arkansas.

Martin Very, of Indiana, and a citizen of the State of Indiana, brings this his bill against Jonas Levy, of Little Rock, and a citizen of the State of Arkansas; and thereupon your orator, the said Martin, complains and says, that, prior to third day of March, A. D. 1841, one Darwin Lindsley, then of the city of Little Rock, in said State of Arkansas, but who has since removed, and is now beyond the limits of said last named State, and beyond the jurisdiction of this honorable court, was seized and possessed, in fee simple, of a certain lot of land in said city, known and designated as lot numbered seven, in block, or square numbered thirty-five, in that part of said city west of the Quapaw line, and known as the Old town, and having sold and conveyed the same to the said Jonas Levy in fee, and the latter being so seized and possessed of the same in fee simple, on the said third day of March, A. D. 1841, in part consideration thereof, and as a part of the purchase money to be paid, therefore executed his writing obligatory of that date, payable to the said Darwin, or order, six years after the date thereof, for the sum of four thousand dollars, with interest, at the rate of seven per cent. per annum, from its date until paid, the interest payable quarterly in each year, with other specifications therein, which will more fully appear by reference to said writing obligatory; which said writing obligatory was afterwards, to wit, on the 25th day of March, A. D. 1841, for value received, assigned, transferred, and delivered, by the said Darwin to your orator; and upon which writing obligatory the following payments have been made and endorsed, to wit, on the 15th of March, A. D. 1841, five hundred and fifty dollars; on the 29th of January, 1842, one hundred and eighty-one dollars and twelve cents; and on the third day of March, A. D. 1843, eighteen hundred and ninety-eight dollars and twenty-five cents; all of which will more fully appear by reference to the said writing obligatory, and said assignment thereof, and endorsements thereon, which are now brought into court, and a true copy of them all filed herewith, marked exhibit "A," and made a part of this bill of complaint.

And your orator further states, that the said Jonas having so purchased

said lot of land, and become seized thereof in fee simple, for the better securing to the said Darwin the payment of the purchase money then due, and agreed to be paid for said lot of land, on the 4th day of March, A. D. 1841, at said city of Little Rock, by his mortgage deed of that date, granted, bargained, and sold, to the said Darwin, his heirs and assigns, the said lot numbered seven, in said block, or square, numbered thirty-five, in that part of said city of Little Rock west of the Quapaw line, known as the original or Old town; to have and to hold the said lot of land, and premises, with the rights and appurtenances, unto the said Darwin, his heirs and assigns forever, with a covenant of title and general warranty; with a proviso, that if the said Jonas, his heirs, executors, or administrators, should pay to the said Darwin, his executors, administrators, or assigns, the two writings obligatory made by said Jonas to the said Darwin for the purchase of said property, each for the sum of four thousand dollars, dated March the third, A. D. 1841, and one payable five years after date, and the other payable six years after date, each to bear interest at the rate of seven per centum per annum from date, the interest to be paid quarterly in each year; which deed also contained a covenant that the said Jonas should insure said property, and retain the peaceable possession, and receive the use, rents, issues, and profits thereof, until default of payment of said sum of money, or of some part thereof, or of such interest, or some part thereof; and upon such payment in full such mortgage-deed was to be absolutely void; and which mortgage-deed was duly executed on the day of its date, in the presence of two subscribing witnesses thereto; and was also, on the same day, duly acknowledged by the said Jonas, and filed for record in the recorder's office of said county of Pulaski, and was soon after therein duly recorded; and the said Darwin soon thereafter, to wit, on the 25th of March, A. D. 1841, and at the same time that he assigned and delivered the said writing obligatory as aforesaid; also assigned and transferred, by his written assignment and endorsement thereon then made, and under his proper signature, the said mortgage-deed to your orator, and then and there delivered the same to your orator, for value received; all of which will more fully and at large appear by reference to the said mortgage-deed and the certificate of acknowledgment and registry thereto attached, and the said assignment so made thereon, which are now produced to the court here, subject to the inspection of the said Jonas; and true copies thereof herewith filed, marked "Exhibit B," and made part of this bill of complaint. And said Jonas has been ever since, and is now, in possession of said lot. And by means of the premises, your orator became entitled, both in law and in equity, and substituted to all the rights of the said Darwin in and to said writing obligatory and mortgage deed, and said lot of land, as well as to the said sum of four thousand dollars, with interest thereon, as aforesaid, in said writing obligatory so expressed and assigned to your orator. And the said Darwin is not now within the said district and State of Arkansas, but has removed and is now beyond the limits of said State and district, and is without the jurisdiction of this honorable court; and your orator prays, that if the said

Darwin should come within said jurisdiction, process may issue to make him a party defendant to this bill of complaint. And your orator states, that no part of said sum of four thousand dollars, mentioned in said writing obligatory, so assigned to him, or the interest therein specified, or any part thereof, at said rate, has been paid to your orator, or to any person for him, since said assignment so made to him, or before the said assignment to the said Darwin, or to any person for him, except those sums endorsed and credited on said writing obligatory, as above stated; but default has been long since made in the payment thereof; whereby the legal estate in said lot of land became vested in your orator, with the right to have the said mortgage foreclosed, and the said lot sold for said moneys so due to your orator, redeemable, nevertheless, in equity, on payment of the principal and interest due, and to become due, thereon; and said moneys being so due and owing to your orator, with a large arrear of interest thereon, your orator has, by himself and agents, frequently applied to the said Jonas to pay to your orator the said principal money and interest so due to him, or peaceably deliver up to your orator the possession of said mortgage premises, and to release his equity of redemption of and to the same; and your orator well hoped that he would comply with such reasonable request, but the said Jonas has wholly neglected and refused so to do, and still neglects and refuses. All which actings, doings, and refusals, of the said Jonas are contrary to equity and good conscience, and tend to the manifest injury and oppression to your orator in the premises. In tender consideration thereof, and forasmuch as your orator is remediless in the premises at common law, and cannot have adequate relief, save in a court of equity, where matters of this nature are properly cognizable and relievable. To the end, therefore, that the said defendant may, upon his corporal oath, full, true, direct, and perfect answer make to all and singular the matters aforesaid, and that not only to the best of his knowledge and remembrance, but also to the best of his information and belief, and, more especially, that he answer and set forth, to wit:

1. Whether he did not execute and deliver the said writing obligatory and mortgage deed above set forth, and herewith exhibited.

2. Whether he did not acknowledge the said mortgage deed as above stated?

3. Whether the signature and name of the said Darwin affixed to the said several assignments on and of said writing obligatory, and said mortgage deed, are not the genuine signatures of the said Darwin Lindsley?

Whether the said Jonas was not at the said date of said mortgage deed, and whether he has not ever since been, and now is, in possession of, and is now residing on, said lot so mortgaged?

5. Whether said payments and credits are not correctly stated above?

And that the said defendant answer the premises; and that an account may be taken of what is or may be due to your orator for princi-

pal and interest on said writing obligatory and mortgage herewith exhibited from the said defendant; and that the said defendant be decreed to pay to your orator what may so be found due thereon by a short day to be designated by this honorable court in that behalf, together with your orator's costs; and in default thereof, that the said defendant, and all persons claiming under him, may be forever barred and foreclosed of and from all right and equity of redemption of, in, and to the said mortgaged premises, or any part thereof, forever; and may deliver up to your orator all deeds, papers, and writings, in his custody or power, relating to or concerning the said mortgaged premises; and that, by decree of this honorable court, in default of such payment, the said mortgaged premises may be sold to satisfy the amount so to be found due, and costs, with all interest thereon, until paid; and that your orator may have such other and further relief in the premises as the nature of his case may require, and as to this honorable court shall seem meet: May it please your honors to grant unto your orator a writ of subpœna, to be directed to the marshal of said district, commanding him to summon the said defendant, that on a certain day, therein to be designated, he personally be and appear before your honors in this honorable court, then and there to answer the premises, and to stand to, perform, and abide, such order, direction, and decree therein as to your honors shall seem agreeable to equity and good conscience; and your orator, &c.

A. FOWLER,
Solicitor for MARTIN VERY.

Note.

The defendant, Jonas Levy, is requited to answer the interrogatories numbered respectively 1, 2, 3, 4 and 5.

A. FOWLER,
Solicitor, &c.

I, Absalom Fowler, acknowledge myself as security for all costs for which the complainant, Martin Very, may be liable in this suit.

A. FOWLER.

Exhibit A.

Referred to as such in the annexed and foregoing bill, and made a part thereof, to wit:

"LITTLE ROCK, ARKANSAS,
3d March, 1841

I promise to pay to Darwin Lindsley, or order, six years after date, four thousand dollars, with interest at the rate of seven per centum per annum from date until paid, the interest payable quarterly in each year, being the second and last payment for lot numbered seven, in block numbered thirty-five, in that part of the city of Little Rock called and known as the original or Old town, and provided the said Lindsley will well and truly pay and discharge all incumbrances, if any there be, upon said property.

In testimony whereof I have hereunto set my hand and affixed my seal. $4,000. JONAS LEVY. [SEAL.]

Received on the within five hundred and fifty dollars, by Col. Ashley, order, March 15th, 1841.

D. LINDSLEY.

I assign the within to Martin Very, for value received.

D. LINDSLEY.

March 25th, 1841.

LITTLE ROCK, *Jan. 29th*, 1842.

Received of Jonas Levy one hundred and eighty-one dollars 12 cents, in full for interest of the within note up to 3d day of December, 1841.

RHUBY LINDSLEY,
For MARTIN VERY.

Received on the within in goods, the sum of eighteen hundred and 98 dollars and 25 cents.

March 3, 1843. MARTIN VERY,
By J. S. DAVIS.

Exhibit B.

Know all men by these presents, that I, Jonas Levy, of the city of Little Rock, in the State of Arkansas, for and in consideration of the indebtedness hereinafter mentioned, have this day granted, bargained, and sold, and do hereby grant, bargain, and sell, unto Darwin Lindsley of the city and State aforesaid, his heirs and assigns, the following described lot or parcel of land and premises, namely, lot numbered seven, (7,) in block or square numbered thirty-five, (XXXV,) situated and being in that part of the city of Little Rock aforesaid, in the county of Pulaski, in said State, west of the Quappaw line, called and known as the original or Old town; the said lot being of the size and extent that the same is designated and described to be in and upon the plan of the original survey and subdivision, and the bill of assurances of the proprietors thereof, both of record in the recorder's office within and for the county of Pulaski, in the State aforesaid, which lot was on the third day of March, one thousand eight hundred and forty-one, conveyed by deed from the said Lindsley and wife to the said Levy for the consideration hereinafter mentioned; together with all and singular the hereditaments and appurtenances whatsoever to the said lot or tract of land and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the said Jonas Levy, of, in and to the same, or any part or parcel thereof; to have and to hold the said above described lot or tract of land and premises, with their and every of their rights, members, and

appurtenances, unto the said Darwin Lindsley, his heirs, and assigns, forever, to the only proper use, benefit, and behoof of the said Darwin Lindsley, his heirs and assigns, forever.

And I, the said Jonas Levy, for myself, my heirs, executors, and administrators, do covenant with the said Darwin Lindsley, his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that I have good right to sell and convey the same to the said Darwin Lindsley as aforesaid; and that I will, and my heirs, executors, and administrators, shall, warrant and defend the same to the said Darwin Lindsley, his heirs and assigns, forever, against the lawful claims and demands of all persons.

Provided, nevertheless, that if the said Jonas Levy, his heirs, executors, or administrators, shall pay unto the said Darwin Lindsley, his executors, administrators, or assigns, the two certain writings obligatory, made by the said Jonas Levy to said Lindsley, for the purchase of said property, each for the sum of four thousand dollars, dated 3d March, A. D. 1841—one payable five years after date, and the other payable six years after date, each to bear interest at the rate of seven per centum per annum from date, the interest to be paid quarterly in each year; and provided that the said Jonas Levy shall insure, or cause to be insured, within three months from the date hereof, all and every the said granted messuage and premises from loss or damages by fires; and, lastly, it is hereby agreed, by and between the said Jonas Levy and Darwin Lindsley, that in the mean time, and until default shall be made of and in payment of the said two sums of money, (four thousand dollars each,) and interest for the same as aforesaid, or some part thereof, or to insure as aforesaid, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said Jonas Levy, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said premises, with their appurtenances, and receive the rents, issues, and profits thereof to his and their own use and benefit, without any the lawful hindrance, interruption, suit, or disturbance whatever, of or by the said Darwin Lindsley, his heirs, assigns, or any other person or persons whatsoever, lawfully claiming, or to claim by, from, or under him, them, or any of them, upon payment of which sums this mortgage to be absolutely void.

In testimony whereof the said Jonas Levy hath hereunto set his hand and affixed his seal, at Little Rock aforesaid, this fourth day of March, in the year of our Lord one thousand eight hundred and forty-one.

JONAS LEVY. [SEAL.]

In the presence of us witnesses, and the words "within three months from the date hereof," interlined before signing, and the words "the said Lindsley, for the purchase of said property," interlined before signing.

J. BROWN,
D. J. BALDWIN.

STATE OF ARKANSAS, *county of Pulaski, to wit.*

Be it remembered, that on this day, before me, Jesse Brown, an acting justice of the peace, within and for the township of Big Rock, in the county of Pulaski, in the State of Arkansas, appeared in person Jonas Levy, to me personally well known to be the person whose name appears upon, and is subscribed to, the annexed and foregoing mortgage, as the party grantor and maker thereof, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And I have hereunto set my hand as such justice of the peace, and affixed my seal, at my office, in said township, this 4th day of March, A. D. 1841.

J. BROWN, *J. P.* [SEAL.]

STATE OF ARKANSAS, *county of Pulaski, ss.*

I, Lemuel R. Lincoln, clerk of the circuit court, and ex officio recorder for the county aforesaid, do hereby certify, that the annexed and foregoing instrument of writing was filed for record in my office, on the 4th day of March, A. D. 1841, and the same is duly recorded in "Record book M," page 490, &c.

In testimony whereof I have hereunto set my hand and [L. S.] affixed the seal of my office, at Little Rock, the 8th day of March, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States the 65th.

LEMUEL R. LINCOLN,
Clerk and ex officio recorder.

I assign the within mortgage to Martin Very, in New Orleans, in March 25th, 1841.

DARWIN LINDSLEY.

Filed 12th day of November, A. D. 1847, and subpœna issued same day.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

UNITED STATES OF AMERICA,
District of Arkansas.

The President of the United States, to the marshal of the Arkansas district, greeting:

You are hereby commanded to summon Jonas Levy, if he be found within your bailiwick, to appear before the judges of our circuit court of the United States, in and for the district of Arkansas, at the court-house, in the city of Little Rock, sitting on the chancery side of said court, on the first Monday in December next, to answer Martin Very,

complainant, to a bill for foreclosure of a mortgage filed and exhibited against said Jonas Levy, defendant; and have you then there this writ.

In testimony whereof Roger B. Taney, esq., chief justice [L. S.] of the Supreme Court, has caused the seal of the said circuit court to be hereunto affixed, this 12th day of November, A. D. 1847, and in the 72d year of our independence.

WILLIAM FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Mem.—The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable; otherwise the bill may be taken pro confesso.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Executed by me, this 12th day of November, 1847, by reading the same to Jonas Levy.

E. RECTOR, *U. S. Marshal*,
By DENNIS TRAMELL, *D. M.*

Fee bill. Service, $2 00.

Returned 13th November, 1847.

WM. FIELD, *Clerk*,
By JNO. T. TRIGG, *D'y Clerk*.

And afterwards, to wit, on the 6th day of December, 1847, the following proceedings were had at rules:

Rules before the clerk of the circuit court of the United States, within and for the district of Arkansas, held in the office of said clerk in the city of Little Rock, on Monday, the 6th day of December, A. D. 1847, it being the first Monday in said month.

Bill in chancery.

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant.

Now, at this day, came the said defendant, in his own proper person, and by E. Cummins, esq., his solicitor, and filed herein his answer to the said complainant's bill of complaint, and also his exhibits therewith, marked No. 1 and No. 2.

Attest:

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D'y Clerk*.

ARKANSAS DISTRICT, *sct.*

In the circuit court of U. S., in chancery.

The separate answer of Jonas Levy, to the bill of complaint herein filed against him, by Martin Very.

This respondent, now and at all times hereafter, saving and reserving

to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereunto, or to so much thereof as he is advised and believes it is material for him to answer unto, answering, says:

He admits that prior to the third day of March, 1841, the said Darwin Lindsley, who was then a citizen of the State of Arkansas, was seized and possessed in fee simple of a certain lot of land, in the city of Little Rock, in said State, known and designated upon the plat and plan of said city as lot numbered seven, in block or square numbered thirty-five, in that part of said city west of the Guaparo line, and known as the old town.

He admits that the said Darwin sold, and respondent purchased, said lot, at the time, in the manner, and upon the terms and conditions hereinafter mentioned and specified, and understood between the parties at the time, and partly specified in the bonds given by respondent, for and to secure the purchase money agreed to be given therefor.

That said sale took place, and the deed to respondent for said lot was executed, on the third day of March, A. D. 1841; and at the same time and on the same day, in order to secure the purchase money for said lot, this respondent did execute and deliver to the said Lindsley, to secure a portion of the said purchase money, the bond referred to in and made part of said bill of complaint, as "exhibit A," and also to secure the residue and balance of said purchase money, at the same time respondent executed and delivered to the said Lindsley another bond, of the same tenor and effect, and for the same amount as the said bond, marked "exhibit A," payable five years after date thereof, the amount agreed to be given for the said lot being eight thousand dollars.

Respondent expressly avers that it was at the time expressly stipulated and agreed, between respondent and the said Lindsley, that the said Lindsley should pay off and discharge all liens and incumbrances upon said property, and in case of failure to do so, the said bonds and purchase money were not to be paid by respondent, and to become absolutely void; and in pursuance of the said understanding, it was expressly stipulated on the face of the said bonds, that said Lindsley should discharge all such incumbrances, and such discharge made a condition precedent to the payment of said bonds by respondent.

Respondent admits that on the succeeding day to the one on which the above mentioned bonds were executed and delivered by respondent to the said Lindsley, and on which the said Lindsley conveyed said lot to respondent, as above stated, respondent did execute, acknowledge, and deliver to the said Lindsley, the said mortgage deed referred to and mentioned in said bill, and made part thereof, and marked "exhibit B;" and thereby conveyed and mortgaged the said lot to the said Lindsley, in the manner, to secure the debt, and upon the conditions in the said mortgage stated and set forth; and respondent admits that said mortgage was duly and legally executed, witnessed, and recorded as alleged in the said bill of complaint.

Respondent further admits that the said bond mentioned in said bill,

marked exhibit A, and said mortgage, marked B, were assigned and delivered by said Lindsley to the said complainant, and that his real and genuine signature is annexed and signed to the assignments thereon respectively appearing; but respondent is ignorant of the precise times at which said assignments were made. And respondent avers that both of the above mentioned bonds, given for the purchase money of said lot, executed by respondent to the said Lindsley, were assigned to the said Very at the same time with the said mortgage; and that the said mortgage was executed and conditioned, and said property conveyed therein and thereby, to pay and secure both of said bonds equally, and that both of the said bonds were held and in the hands of the said complainant when said mortgage was assigned to him as aforesaid.

Respondent admits that the payments alleged in said bill to have been made and endorsed on said bond, were made and are endorsed thereon, as in said bill alleged, and that respondent is justly entitled to credit for the same on said bond, at the dates respectively of said endorsements and credits.

Respondent admits that ever since and at the time said mortgage deed was executed and delivered as aforesaid, he has been and still is in the occupancy and possession of the said property mortgaged, and has been in receipt of issues, rents, and profits thereof.

Respondent avers, that some time after the execution of the assignments of said bonds and mortgage to the said complainant as aforesaid, the said complainant assigned or transferred by delivery, and delivered the said bond, payable at five years from date, to one William E. Woodruff, then and still a citizen of the State of Arkansas, and the said Woodruff, some time thereafter, assigned and delivered the same to one George C. Watkins, then and still a citizen of said last mentioned State. That the said George C. Watkins is still the owner and holder thereof, and there is still due and unpaid upon said last named bond the sum of between eight and nine hundred dollars; which bond and assignments are not in the possession or control of respondent, and he cannot therefore exhibit or produce the same to the court, or present copies thereof. And said Watkins is now entitled to a lien upon said property, by virtue of said mortgage, for the payment of said balance of said bond, and said property still remains subject to the payment thereof.

Respondent further answering, says that at the time he purchased the lot aforesaid he was a jeweller in said city of Little Rock, and was carrying on that business, and had then, and has since had a considerable amount of his means vested in his stock in that business. That at the time and before the contract of purchase was entered into, the said Lindsley, to induce this respondent to enter into this contract, and to give him the price asked, that is to say $8,000, which was at least one-third more than the real market value of the property at the time, stipulated and agreed, verbally with respondent, to receive pay for one-half of the said purchase money, or one-half of the said bonds out of the stock of jewelry which respondent might have on hand, in carrying on his regular business, in other words, to trade it out with him in

his store. Respondent was induced, relying upon the honesty of the said Lindsley, and his disposition to adhere to and observe his said promises, to purchase said lot at the price aforesaid, in a very great degree, because the payment of one-half the price, in the way of his trade and business, would have rendered the price, so far as he was concerned, much more reasonable, and would have enabled him to meet the payments without sacrificing his property by forced sales. And nothing else would have induced him to give the exorbitant price demanded, or have induced him to enter into the contract and mortgage in respect to said property.

Respondent further answering says, that subsequent to the transfer and assignment of said bond and mortgage to the said complainant as aforesaid by said Lindsley, as this respondent is informed and verily believes, and so charges the fact to be, that one John S. Davis, of the State of Indiana, and then a resident of the town of New Albany therein, purchased and obtained from the said Very an interest in the said bond and mortgage; but this respondent is unadvised as to the share or interest which the said Davis obtained as aforesaid, but he believes it was an interest of considerable amount.

Respondent further avers, that after the said bond and mortgage were transferred as aforesaid from said Lindsley to the said complainant, and after said Davis had become interested therein, to wit, about the 28th day of January, 1843, in said State of Indiana, the said complainant constituted and appointed the said Davis, by letter of attorney of the last mentioned date, duly witnessed, acknowledged, and delivered, under his proper hand and seal, his attorney in fact, for said complainant, to ask, demand, sue for, recover, and receive, all such sum or sums of money, notes, bonds, bills, mortgages, or debts, which were or should become due, owing, or belonging to the said complainant, in any manner or by any means whatsoever; and he thereby gave his said attorney full power and authority to trade, sell, and dispose of any notes, bills, bonds, or mortgages held or owned by him on any resident or residents of the State of Arkansas; to use all lawful means to effect said objects; to execute receipts, discharges, acquittances, assignments, &c.; and generally to do and perform in his name all acts and things necessary to be done in and about the premises, as fully as complainant could have done if personally present, with other provisions declaring said power irrevocable, &c. All of which will more fully and at large appear by reference to a copy of said letter of attorney, with the certificate of acknowledgment thereto attached, taken before a notary public, for Floyd county, Indiana, hereto attached and prayed to be taken as a part hereof, marked exhibit No. 1, the original whereof is held subject to the order of the court and inspection of the parties.

Respondent avers, that at the date of the said power of attorney and long before, and from thence up to the present time, he was and has been, and is, a resident of said State of Arkansas, and that the said complainant then was, and still is, the legal owner and holder of the said bond and mortgage in said bill mentioned, and was the entire equitable

owner thereof, except such interest as the said Davis had therein; and that the said power of attorney was so executed and delivered to the said Davis, in direct reference to the said bond and mortgage, and intended to empower him to act in immediate respect thereof, according to the provisions of the said power.

Respondent further answering says, that prior to the date of the said power of attorney, he had been informed by the said Davis, that the latter had purchased an interest in the said bond and mortgage, and the said Davis proposed to receive payment of said bond, partly in goods and partly in money, and to make some considerable discount thereon for prompt payment; and although the said Davis professed to act for himself and said complainant in that respect, and to be duly authorized to make any disposition of the said bond, respondent did not and would not enter into any definite arrangement in respect thereof, until said Davis procured from complainant a written and full power to conclude the transaction. Upon this and a full knowledge of the premises, the said complainant, as this respondent believes, and so charges the fact to be, executed and delivered the foregoing power of attorney to the said Davis, to obviate and with direct reference to the objections and proposition aforesaid of the said Davis; the said complainant and Davis being well aware of the original agreement and understanding between respondent and the said Darwin, that one-half of the said purchase money for said property should be paid in goods from the store of respondent.

Respondent further answering says, that a short time after the execution of the said power of attorney and its delivery to the said Davis, the latter visited the city of Little Rock, where respondent then and still lives, having the said power, bond, and mortgage in his possession, and thereby authorized to settle, dispose of, and arrange said bond and mortgage as in and by said power specified. That when said Davis, as attorney for and on behalf of said complainant, called upon respondent, and exhibited said power, bond, and mortgage to respondent, respondent and said complainant, by his said agent and attorney, in view of said original agreement made with said Lindsley, and the high price agreed to be given for said property, agreed, in consideration of the advance payment hereinafter mentioned, by respondent, made and to be made, the said complainant agreed that he would accept and receive, in full payment and discharge of the entire residue and balance of the said bond and mortgage, goods, such as jewelry, &c., to be delivered to complainant, or any agent at Little Rock, in the State of Arkansas, at reasonable prices at said Little Rock; said goods to be called for within 12 months from the time the agreement should be concluded by complainant or his agent; and respondent, on his part, agreed to pay down in goods the sum of $1,898 25 on said bond and mortgage, or the debt secured thereby, and to furnish and deliver to the complainant, or his agent, when called for, within 12 months from the conclusion of said agreement, goods, such as jewelry, &c., at reasonable prices, at Little Rock aforesaid, of sufficient value to pay and satisfy the entire residue and balance of said bond and mortgage.

Respondent further answering says, that said agreement was finally concluded on the 3d day of March, A. D. 1843; and this respondent then there paid down and delivered to the said complainant, by his said attorney in fact, the said sum of $1,898 25; and said complainant, on the same day, by his said agent, endorsed on said bond a receipt for said last sum, as paid in goods, and is the same endorsement and credit now appearing on the said bond, under date of March 3d, 1843, and mentioned in said bill.

Respondent further avers, that in pursuance of the said agreement, after said payment by respondent, the said complainant, by his said agent and attorney, entered into an agreement in writing, under date of the 3d March, 1843, at Little Rock aforesaid, and thereby agreed and bound himself to take and receive in goods, such as jewelry, &c., the balance due him on a note (styling the same a note by mistake,) assigned by D. Lindsley to him, as also a mortgage assigned by said Lindsley; said goods to be delivered to him, or any agent at Little Rock, Ark's, (meaning Little Rock, in said State of Arkansas,) at reasonable prices at said Little Rock; said goods to be called for within 12 months from that time. All which will more fully and at large appear by reference to the said agreement, a copy whereof is hereto annexed and prayed to be taken as a part hereof, marked exhibit No. 2, the original being held subject to the order of the court and inspection of the parties.

And respondent avers, that said agreement refers, and was intended to refer, to the said bond and assignment thereof in said bill mentioned, and thereto attached as exhibit A; and the said mortgage and assignment thereof in said bill mentioned, and a copy whereof is thereto attached, marked as exhibit B, and to no other mortgage or assignment, and no other note, or bond, or assignment whatever.

Respondent further avers, that the said agreement, on the day of its date, was delivered to respondent by complainant through his said agent, and has ever since been in his possession and control.

And respondent avers, that at the date of the said agreement, and when the same was executed and delivered, he was a resident and citizen of the city of Little Rock, Arkansas, and said agreement was executed and delivered therein; and respondent then had his residence and store therein, and was carrying on his business therein as a jeweller, &c., by himself and his agents duly authorized in that respect, and so continued from the delivery of said agreement and its date, to have his residence and store therein, and to carry on his business as a jeweller, &c., therein, by himself and his agents, up to and after the full period and expiration of twelve months next after the date of the said agreement; and during all that time this respondent had in his hands and possession, and owned and set apart in said city of Little Rock, at his residence and store therein, goods, such as jewelry, &c., and such as contemplated by the said agreement, of more than sufficient value to pay and satisfy at reasonable prices, at said city of Little Rock, the entire residue and balance, principal and interest, due or to become due, on the said bond or mortgage held by said complainant;

and during all that time was ready, willing, and offered repeatedly to pay and deliver immediately to said complainant or any agent of his, of such goods a sufficient value to pay and satisfy the entire residue and balance due and to become due on and in respect of the said bond and mortgage, both principal and interest, and urged repeatedly said complainant to receive the same, by himself or agents. And respondent in fact says, that at no period within twelve months next after the date and delivery of the said agreement, was the said complainant, or any agent of his in that behalf empowered, in the said city of Little Rock, to whom the said goods could be delivered by this respondent, nor was said complainant, or any agent of his in that respect empowered to act for him, in said State of Arkansas during that period; nor did said complainant, or any agent of his, ever call or apply for said goods during the said period of twelve months next after the date of said agreement, so that this respondent could deliver and pay said goods to him; and by reason of the mere failure and neglect of the said complainant to call and apply, by himself or agent, for the said goods, in conformity with the terms of the agreement aforesaid, and by his own acts, and by his failing to be in person or have an agent in said State of Arkansas, and city of Little Rock, to receive said goods, it was rendered impossible for this respondent to deliver the same in fact, or to make a direct tender thereof to him, said complainant, or his agent personally.

This respondent further avers, that during the entire 12 months after the date of said agreement, by reason thereof, he was induced to keep, and did keep, in his hands and possession at said city of Little Rock, set apart and ready for immediate delivery when called for, amply sufficient goods, of the character referred to in the said agreement, to pay the balance of the said bond and mortgage, and was, during all that time, deprived of the use thereof, and the benefit which would have accrued to him by sale and reinvestment of proceeds thereof, and thus using the same in the course of his business and trade, he being thereby deprived of the use of so much of his capital for that period.

This respondent insists and urges, that by reason of the premises, the said bond and mortgage, and the debt and interest secured thereby, and intended so to be, are entirely extinguished and discharged, and that the said complainant has no right or power in law or equity to sue or proceed thereon, or to foreclose said mortgage, or hold any lien by reason thereof upon the property therein mentioned, or to sell said property to satisfy or pay said debt, and this respondent insists upon his rights in respect thereof.

Respondent further avers, that not only did he keep on hand at Little Rock, (and kept his residence and store there,) goods as aforesaid, amply sufficient to pay the residue of principal and interest due and to become due on said bond and mortgage, for and during the whole period of twelve months from and after the date of the said agreement, but respondent has ever since resided and kept his store therein, and kept and held in his hands goods of the character aforesaid, at said

city of Little Rock, of sufficient value to pay and satisfy the residue of the said bond, principal and interest, and still has the same; and always has been, and still is, ready and willing to pay and deliver to the said complainant upon demand a sufficient value thereof to pay and satisfy the residue of said bond and interest, and has repeatedly urged and requested the said complainant to accept the same, which he has always failed, refused, and neglected to do, or to call on or apply for the same.

Said respondent further avers, that said goods are of bulky nature, and such as cannot be conveniently brought into, or deposited in court, or with any officer thereof; but he hereby offers, if the court should so order, to bring the same into court, or as many thereof as can be brought therein, to deposit the same in such place, or in such custody as the court shall direct, subject to the order of the court in the premises.

Respondent further avers, that from the expiration of the said 12 months next after the date of the aforesaid contract and agreement, he has had said goods ready for delivery in his hands to the present time, and during all that time has been deprived of the use of so much of his capital, and been deprived thereby of the profits which would have accrued to him by the use thereof.

Respondent further avers, that a few days before the filing of the bill in this behalf, the solicitor of said complainant called upon respondent in respect to the said bond and mortgage, and this respondent again offered and declared himself, and was in fact ready and willing to deliver and pay said goods as aforesaid, but that said solicitor refused to receive the same, or to act in that behalf for said complainant, but proceeded to, and did file the bill in this behalf, and instituted thereon this suit.

Respondent further avers, that the said Davis was fully authorized and empowered by said complainant to enter into the agreement aforesaid, in the name and on behalf of the said complainant; and said complainant accepted and received, and recognised and confirmed, the receipt by said Davis for him, of the said payment of $1,898 25 in goods, made by respondent on said bond, at the time the agreement aforesaid was entered into, and which constituted a part of the consideration thereof; and had notice of the said agreement and the terms thereof, and recognised and confirmed the same.

Respondent further avers, that at the time the assignments aforesaid were made of said mortgage, and the bonds therein mentioned, by said Lindsley to the said complainant, the said Lindsley was a citizen of the State of Arkansas, and had been so for many years anterior to that time; and he admits that at the time of the institution of this suit, that said Lindsley and said complainant were citizens of the State of Indiana.

Respondent further avers, that soon after the said bonds and mortgage were so assigned by said Lindsley to the said complainant, the said complainant notified this respondent of the fact of such assignment,

and claimed the ownership and proceeds thereof. That soon thereafter sundry creditors of the said Lindsley, who had obtained judgments on their demands in the circuit court of Pulaski county, Arkansas, sued out processes of garnishment against respondent thereon, in respect of the debts and interest secured by said bond and mortgage, alleging and claiming that there was a fraudulent conspiracy between the said Lindsley and Very to injure and defraud the creditors of the said Lindsley; and that the said assignments were merely colorable and fraudulent, and for the benefit of said Lindsley; and that the said debts should and ought to be applied to the payment of Lindsley's creditors, all of which complainant had notice. That by request of complainant, and on his promise, by himself or agent, to indemnify respondent against all costs and expense incurred in that respect, by way of deduction out of the proceeds of the said debts secured by said bonds and mortgage, respondent defended said suits, and employed counsel in that behalf, and was at great expense and trouble in respect thereof; and said complainant did allow this respondent credit upon on one of said bonds for a portion of said expenses and outlay; but this respondent avers, that in the necessary retaining and employment of counsel and attorney, in and about those suits, and in his personal attendance and loss of time in defending said suits, he incurred costs and expense to a large amount, and was at great outlays thereabout, and for his loss of time and personal attention in respect thereof, was and is entitled to compensation, say in the whole to about five hundred dollars. And by means of his attention and defending said suits, the same were ultimately defeated, and the said debts secured to the said complainant.

Respondent prays that an account may be taken of such outlays, expense, and compensation, and that he may, in any event, be allowed the same as a credit on the said bond and mortgage by way of offset and deduction.

Respondent admits that no other payments have been made on said bond and mortgage, but those in said bill mentioned and endorsed on said bond, marked "A;" and respondent is entitled to no other credits or deductions thereon, except as above mentioned and set forth, and except as hereinafter specially mentioned.

That the promise and undertaking of the said complainant to indemnify respondent for his trouble and expense of defending and defeating said garnishments, was made and entered into for the benefit of said complainant, to secure said debts to himself, and partly in fulfilment of the covenant of said Lindsley, expressed on the face of said bonds, to discharge all the liens and incumbrances upon said property; said garnishment going to the extent of contesting the right of Lindsley to transfer his property to respondent, as aforesaid, and alleging the same to be fraudulent as to his creditors; and if successful, going to the extent of annulling the whole contract contained in said bonds and mortgage, and rendering this respondent liable to the creditors of said Lindsley instead of to the said complainant.

And respondent insists that interest should not run on said bond and mortgage after the agreement aforesaid was entered into, and said payment of $1,898 25 was made on said bond, or in any event not after 12 months from the date of said contract. And respondent prays that an account may be taken of the trouble and expense of keeping said goods for said complainant, and his loss and injury by reason of his being deprived of the use thereof for the period aforesaid; and that he may be allowed a reasonable deduction therefor out of, and as an abatement of, and from the debt and interest secured by said bond and mortgage.

And having fully answered, respondent prays to be discharged with his reasonable costs, &c.

E. CUMMINS, *Solicitor for Respondent.*

STATE OF ARKANSAS,
County of Pulaski, ss.

This day personally came and appeared before me, William H. Feild, judge of the circuit court in and for said county and State, Jonas Levy, the defendant named in the annexed and foregoing answer, who being first duly sworn, states on oath, that the allegations and matters of fact alleged and stated and made in the annexed and foregoing answer, are true so far as stated from his own knowledge; and so far as stated on information of others, he believes them to be true.

(Signed) JONAS LEVY.

Sworn to and subscribed before me, as such judge, within said county and State, and within my jurisdiction as such, this sixth day of December, A. D. 1847.

WILLIAM H. FEILD,
Judge of fifth judicial circuit, Ark.

Exhibit No. 1.

Know all men by these presents, that I, Martin Very, of the county of Floyd, and State of Indiana, have made, constituted, and appointed, and do by these presents, make, ordain, constitute, and appoint, John S. Davis, of the city of New Albany, Ind., my true and lawful attorney, for me and in my name, and for my use, to ask, demand, sue for, recover, and receive all such sum or sums of money, notes, bills, bond, mortgages, or debts which are or shall be due, owing, or belonging to me in any manner, or by any means whatsoever; and I hereby give my said attorney full power and authority to trade, sell, and dispose of any notes, bills, bonds, or mortgages, held or owned by me on any resident or residents of the State of Arkansas; and I hereby give my said attorney full power and authority, in and about the premises, to have, use, and take all lawful ways and means in my name for the purposes aforesaid; and upon the receipt of such debts, dues, or sums of money, to make, seal, and deliver acquittances and other sufficient discharges for me and in my name, or upon the sale of any bill, bond, note, or mortgage,

to execute a good and sufficient assignment of the same to the purchaser thereof for me and in my name; and generally to do and perform in my name all other acts and things necessary to be done and performed in and about the premises, as fully and amply, to all intents and purposes, as I myself could or might do if personally present; and attorneys, one or more, under him for the purpose aforesaid, to make and constitute, and again at pleasure revoke. And I hereby ratify and confirm all and whatsoever my said attorney shall lawfully do, in my name, in and about the premises, by virtue of these presents, and I hereby make this power of attorney irrevocable to all intents and purposes. In testimony whereof I have hereunto set my hand and seal, this the 28th day of January, in the year of our Lord 1843.

MARTIN VERY. [SEAL.]

Signed, sealed, and delivered in presence of—
JOS. P. H. THORNTON.

STATE OF INDIANA,
Floyd county, sct.

Before me, the undersigned, a notary public in and for the county aforesaid, by authority of law duly appointed and qualified, this day personally appeared Martin Very, grantor to the foregoing letter of attorney, and acknowledged that he had signed, sealed, and delivered the same as and for his act and deed for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, this 28th day of January, 1843.

JOS. P. H. THORNTON,
Notary Public.

Exhibit No. 2.

LITTLE ROCK, *March 3d*, '43.

I hereby agree to take in goods, such as jewelry, &c., the balance due me on a note assigned by D. Lindsley to me, as also a mortgage assigned by said Lindsley; said goods to be delivered to me, or any agent at Little Rock, Arkansas, at reasonable prices at said Little Rock; said goods to be called for within 12 months from this time.

MARTIN VERY,
By J. S. DAVIS,
Attorney in fact.

The foregoing are exhibits No. 1 and 2, referred to in, and made part of, Levy's answer.

E. CUMMINS, *Sol'r.*

Filed 6th December, 1847.

WM. FIELD, *Clerk*,
By J. T. TRIGG, *D. C.*

Mr. Jonas Levy: Take notice, that on Monday next, January the 3d, A. D. 1848, I will apply at the office of the clerk of the circuit court

of the United States for the district of Arkansas, in the city of Little Rock, to the honorable Benjamin Johnson, at rules, one of the judges of said court, for leave to amend my bill of complaint, filed against you in said court, so as to make George C. Watkins, esquire, a party defendant thereto, upon the alleged facts set up in your answer to said bill of complaint.

Respectfully, your obedient servant,
MARTIN VERY, *Complainant*,
By his solicitor, A. FOWLER.
Little Rock, January 1, 1848.

I served the within notice on the within named Jonas Levy, at his house in Little Rock, on the 1st day of January, A. D. 1848, by then and there delivering to him a copy hereof.

ELIAS RECTOR, *U. S. Marshal*,
By B. T. DUVAL.

Service 50 cts.

Filed 3d January, A. D. 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Proceedings at rules, on the 3rd of January, 1848. At rules held before the honorable Benj. Johnson, district judge, on the 3d day of January, A. D. 1848.

MARTIN VERY, complainant, vs. JONAS LEVY, defendant. } Bill in chancery.

Now, at this day, comes the said complainant, by A. Fowler, esq., his solicitor, and on his motion leave is hereby granted unto him to amend his bill of complaint heretofore filed in this case, without costs. And thereupon the said complainant filed herein his said amended bill, making George C. Watkins a co-defendant in this case; and on the further motion of the said complainant, it is ordered that a subpœna issue to the said George C. Watkins.

B. JOHNSON, *Judge*.

To the judges of the circuit court of the United States, for the district of Arkansas.

Martin Very, who is a citizen of the State of Indiana, by leave, files this his amendment to his bill of complaint heretofore exhibited in said circuit court against Jonas Levy, who is a citizen of the State of Arkansas, to which bill of complaint the said Jonas has, to wit, on the last rule day, filed his answer.

And thereupon your orator, the said Martin Very, as an amendment to his said bill of complaint, further complains and says, that the said answer of the said Jonas states and shows, that George C. Watkins, who is also a citizen of said State of Arkansas, after the assignment of

said mortgage to your orator, received by regular assignment, and now is, the legal holder and owner of one of the bonds or writings obligatory described in said mortgage deed; and that there is still due and owing upon such bond, so held by the said George C. Watkins, between eight and nine hundred dollars, and that for such amount the said George C. is entitled to a lien upon said mortgaged property, by virtue of said mortgage deed; which bond so alleged to be held by the said George C., the said Jonas avers to be the other bond described in said mortgage deed, and not the one so held by your orator at this time, as set forth in his said original bill; about which fact, if true, your orator knew nothing at the time he filed his said original bill, but supposed that the said bond so alleged to be holden by the said George C., had been long since fully paid and satisfied by the said Jonas Levy, nor does your orator admit that the allegation of the said Jonas in that behalf is true. But if true, your orator charges expressly that, after the said writing obligatory so came to the possession and ownership of the said George C., by assignment or otherwise, as stated in said answer, that said George C. took other securities from the said Jonas, the amount and description of which are wholly unknown to your orator, sufficient fully to secure the payment of that writing obligatory, and whatever amount that may be still due thereon to the said George C. in any event or contingency, independent of, and without resorting to the said mortgaged estate and property, and thereby abandoned his lien to that extent, and fully to every extent upon the said mortgaged property, and thereby leaving the said mortgaged property wholly unincumbered, except for the payment of the said writing obligatory so held by your orator, as set forth in his said original bill.

And your orator expressly charges, that the said George C., by virtue of said writing obligatory, so assigned to him, holds no lien upon said mortgaged property whatever, but has released the same by taking other good and sufficient security, personal and otherwise, from the said Levy and others, to fully secure any residue which may yet remain due thereon, to him, as such assignee, if any thing yet remains due thereon; and that your orator is well entitled in equity, if the said George C. yet retains any such lien on said mortgaged property, to compel the said George C. to resort to, first and fully, to exhaust the additional security, so taken by him from said Levy, to secure the payment of said writing obligatory so assigned to him, before he resorts to the said mortgaged property, which alone your orator can reach, to enforce the satisfaction of the residue due to him on that writing obligatory. Wherefore, your orator prays that the said George C. Watkins may be made a defendant to this suit, both to the original bill and this amendment.

To the end, therefore, that the said defendants, Jonas Levy and George C. Watkins, and each of them, may, if they can, show why your orator should not have the relief hereby, and in his said original bill prayed; and may, upon their several and respective corporal oaths, and according to the best and utmost of their several and respective know-

ledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories, hereinafter numbered and set forth, as, by the note hereunder written, they are respectively required to answer, that is to say—

1. Whether or not the said writing obligatory, in said mortgage-deed set forth, and in said answer alleged to have been assigned to the said George C. Watkins, has not heretofore been fully paid and satisfied?

2. Whether, (if not wholly paid and satisfied,) a large part of said writing obligatory has not been paid and satisfied; and how much, if any part thereof, still remains due and unpaid?

3. Whether said writing obligatory is actually held by the said George C., as assignee or otherwise, and in what character?

4. Whether the said Jonas Levy has not given, and the said George C. accepted and received other security or securities, amply sufficient to secure the payment of that writing obligatory, or what may yet remain due thereon, without recourse to the said mortgaged property?

And that the said defendants may answer the premises, and that they may account with your orator of and concerning the premises; and that they may fully set forth and discover the nature and extent of the said securities so given by the said Jonas to the said George C.; and that, in the mean time, an injunction may be awarded by this honorable court, to restrain the said George C., his agents and attorneys, from intermeddling with, or selling the equity of redemption of the said Jonas Levy, in and to said mortgaged property, under execution, on his judgment at law against the said Jonas, if any judgment he have against him, on the said writing obligatory, so alleged to have been assigned to the said George C. Watkins; and that by a decree of this honorable court the said George C. Watkins may be compelled to resort to the other securities, so taken by him to secure the payment of the said writing obligatory, so alleged to have been assigned to him, if any part thereof, does yet, and shall then, remain due to him; and that he be compelled to exhaust such additional security before he be permitted to participate in any wise in the proceeds of the sale of said mortgaged premises, and that upon a sale of said mortgaged property the proceeds thereof may be first wholly applied to the payment and satisfaction of your orator's said debt and interest.

May it please your honor to grant unto your orator a writ of subpœna, to be directed to the marshal of said district, commanding him to summon the said defendants, on a certain day, and under a certain penalty, personally to be and appear before this honorable court, then and there to answer the premises, and stand to, perform, and abide, such order and decree therein, as to your honors shall seem meet, according to equity and good conscience. And that your orator may have such further and other relief in the premises, as the nature of his case shall require, and as in equity and good conscience may seem proper to this honorable court. And your orator, &c., &c.

A. FOWLER,
Solicitor for Martin Very.

Note. The defendants, Jonas Levy and George C. Watkins, are each required to answer the interrogatories respectively, 1, 2, 3, and 4.

A. FOWLER,
Solicitor for complainant.

Filed 3rd January, A. D. 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Proceedings at rules on the 9th of March, 1848.

THE UNITED STATES OF AMERICA,
District of Arkansas.

In the clerk's office, cir. ct., on chancery side. In vacation, 9th March, 1848.

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.
} Bill in chancery.

Now, at this day, come the said defendants, and file herein the answer of George C. Watkins to the amended bill of said complainant.

Attest:
WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

In the U. S. circuit court, in chancery, for the Arkansas district.

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.
} In chancery.

The separate answer of Geo. C. Watkins, one of the said defendants, to the original and amended bills of said complainant.

I am cognizant of the facts stated in the original bill, of the purchase by Levy of the lot, &c., in the city of Little Rock, of Darwin Lindsley, and that he executed to said Lindsley the two writings obligatory for the purchase money, and the mortgage on said property, to secure the same; and I believe the facts relative thereto are correctly set forth in said original bill. I am informed, and believe it to be true, that said Lindsley assigned said obligations and the mortgage to secure the same, to said Very, as also stated in said bill; but I know nothing, of my own knowledge, of the particular matters in controversy in this cause between the said Very and said Levy, nor am I in any way interested in such controversy.

I further state that I am the owner, for a valuable consideration, by equitable assignment and transfer, (ready to be produced, if required,) from said Very to William E. Woodruff, and from him to myself, of the balance due upon one of said writings obligatory, secured by said

mortgage for $4,000, viz: the one due 5 years after date, and on the 30th day of April, 1847, I recovered on suit at law, brought in the Pulaski circuit court in this State, in the name of said Very for my use, on said writing obligatory, against said Levy; the balance ascertained on trial to be due thereon, viz., the sum of $854 83 damages, (the action being covenant,) with interest on the same at 7 per cent. per annum from said 30th day of April, 1847, until paid, with costs of suit, &c.; which judgment belongs to me individually, and remains wholly unsatisfied as to damages, interest, or costs; and by virtue of said mortgage is a specific lien in conjunction and pro rata with said other obligation claimed by said Very upon said mortgaged premises, unless said Very has lost or abandoned the same by agreement with said Levy, as disclosed in his answer, of which I am not otherwise informed than by said answer.

I further state that I caused execution to issue on said judgment to the last October term of the Pulaski circuit court, which was levied upon said mortgaged premises, and upon the urgent representations of said Levy of his then inability to pay the same, and to avoid a sacrifice of said property, and upon his assuming at his own urgent request to pay me 10 per cent. interest upon said judgment, instead of 7 per cent., for the delay, I directed said execution to be returned without any sale of the property in question, which was done; and the same stands in that condition at the present time; and said Levy has not given, nor have I accepted, any security whatever, either personal or upon property, other than the personal responsibility of said Levy and my pro rata lien upon said mortgaged property, to secure said judgment in my favor, and I protest against any foreclosure of said mortgage to my exclusion, having done no act in the remotest manner calculated to impair the rights of said Very in the premises; and having fully answered, or intended so to do, I pray to be hence discharged with my costs, &c.

WATKINS & CURRAN,
Solicitors.

I, George C. Watkins, the defendant named in the annexed, within, and foregoing answer, being first duly sworn, state on oath, that said answer and facts therein stated, so far as the same rest within my own knowledge, are true; and so far as the same are derived from the information of others, I very believe the same to be true, as therein stated.

GEO. C. WATKINS.

Sworn to and subscribed before me, this ninth day of March, 1848.

WM. CONWAY, B.,
One of the judges of the supreme court of the State of Arkansas.

Filed 9th March, 1848.

WM. FIELD, *Clerk*,
By JNO. T. TRIGG, *D. C.*

In the circuit court of the United States, for the district of Arkansas, in vacation, in chancery.

The replication of Martin Very, complainant, to the answer of George C. Watkins, one of the defendants, to his original and amended bills of complaint.

This repliant, saving unto himself all and all manner of advantage of exceptions to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficent in the law to be answered unto; and that the said answer of the defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and herein not replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is, and will be, ready to aver and prove as this honorable court shall award; and humbly prays, as in and by his said bill he hath already prayed.

A. FOWLER,
Solicitor for Very.

Filed 10th March, 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

In the United States circuit court, for Arkansas district, in chancery.

The separate answer of Jonas Levy to the amendment of Martin Very, herein filed to the original bill, filed by said Very against said Jonas Levy.

This respondant re-asserts each and all the allegations and charges in his said original answer contained; and prays that said original answer may be taken as his answer to the said original bill and amendment.

And to the special interrogatories as propounded to respondent in said amendment in said original bill, respondent states:

To the 1st interrogatory he answers, that the said bond in his said original answer, alleged to have been assigned to the said George C. Watkins, has not been fully paid and satisfied; but the balance thereof alleged in his original answer to be due and unpaid, still remains unpaid; and that he has not the means of ascertaining more precisely the said balance than he has stated it in his original answer.

To 2d interrogatory he answers, that the larger portion of said bond has been paid; but the balance alleged to be unpaid thereon in his original answer, and the answer to said first interrogatory above, is still due and unpaid.

To the 3d interrogatory respondent answers and states, that he does not know anything further of the manner in which said Watkins obtained, or the character in which he holds, said bond, than he has stated in respect thereof in his original answer, which statement he

40 99 12V.

avers to be true, and prays the same may be taken as his answer to said 3d interrogatory.

And to said 4th interrogatory said respondent answers and says, that he has not given, nor has the said George C. Watkins accepted, any other security whatever, either personal or upon property, other than the personal responsibility of this defendant, and the lien of said Watkins upon said mortgaged property to secure the balance due him, and for which he has obtained judgment; and having fully answered, &c., respondent prays to be hence discharged, &c.

E. CUMMINS, *Sol.*

I, Jonas Levy, the above named defendant, do state on oath, that the above and foregoing answer, and the facts therein stated, so far as the same rest within my own knowledge, are true; and so far as the same are derived from the information of others, I verily believe the same to be true as therein stated.

JONAS LEVY.

Sworn to and subscribed before me, this 9th day of March, 1848.

WILLIAM H. FIELD,
Judge 5th circuit, Ark.
WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Proceedings at rules on the 10*th March*, 1848.

U. STATES OF AMERICA, *district of Arkansas*.

Clerk's office, 10th March, 1848.

MARTIN VERY, complainant,
vs.
JONAS LEVY and GEORGE C. WATKINS, defendants.

Bill in chancery.

Now at this day comes the said complainant, by A. Fowler, esq., his solicitor, and files herein the replications of the said complainant to the answer of George C. Watkins, and to the answer of Jonas Levy, one of the defendants to the original and amended bill.

Attest:

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

In the circuit court of the United States, for the district of Arkansas, in vacation.

In chancery.

The replication of Martin Very, complainant, to the answers of Jonas Levy, one of the defendants to his original and amended bills of complaint.

This repliant, saving unto himself all and all manner of advantage of exceptions to the manifold insufficiencies of the said answer, for

replication thereunto saith, that he will aver and prove his bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and herein not replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is, and will be, ready to aver and prove as this honorable court shall award; and hereby prays as in and by his said bill he hath already prayed.

A. FOWLER, *Solicitor*,
For VERY, *Complainant*.

Filed 10th March, 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

And afterwards, to wit, on the 26th day of April, 1848, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY and GEORGE C. WATKINS, defendants.

Bill to foreclose.

At this day comes the said defendant, by solicitors; and, on his motion, it is ordered by the court that both parties have, and leave is hereby granted unto them, to take the depositions of witnesses generally before any judge or justice of the peace of the United States, or any one of them, to be read as evidence on the final hearing of this cause.

And afterwards, to wit, on the 9th day of May, 1848, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY and GEORGE C. WATKINS, defendants.

On bill to foreclose.

At this day come the said parties, by their solicitors; whereupon, on motion of the defendant, it is ordered that both parties have, and leave is hereby granted unto them, until the first day of September next, to take the testimony of witnesses generally, to be read on the final hearing of this cause. And, on motion, it is ordered that James Collins, of New Albany, Indiana, be, and he is hereby appointed, a commissioner of this court, to take the depositions of witnesses. And on motion, and by consent of parties, it is ordered that this cause be, and the same is hereby, set down for final hearing at the next term of this court,

upon bill, answer, replication, exhibits, and testimony taken and to be taken in this behalf; until which time this cause is hereby continued.

UNITED STATES OF AMERICA, *State of Arkansas, ss.*

Depositions of witnesses, taken, subscribed, and sworn to, before me, William S. Hutt, an acting and duly commissioned justice of the peace in and for the county of Pulaski, in the State of Arkansas, at the office of the clerk of Pulaski county, in the city of Little Rock, in said State, on the 17th day of May, A. D. 1848, by consent of parties to be read in evidence on the final hearing and trial of a certain cause in chancery, now pending in the circuit court of the United States, in and for the district of Arkansas, wherein Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, on original and amended bill for foreclosure of mortgage, &c., on the part and behalf of Jonas Levy, to wit:

Marcus Dotter, a witness known to me to be of lawful age; and being to me, at the time and place aforesaid, produced, and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit or proceeding aforesaid, deposed and stated as follows, to wit:

I am acquainted with Jonas Levy, defendant in the above suit. I have known him for some three years past. During all that time he has resided in the city of Little Rock, in the State of Arkansas, and has been occupied principally, during the time, in keeping a jewelry store, and carrying on the business of repairing jewelry and watches, &c. I am a watch-maker and jeweller by trade. A few days since, at the request of Mr. Levy, I went to the residence of said Levy, in said city of Little Rock, and examined the jewelry he now has in a separate room at his dwelling, some distance from his store. Upon examination of the goods, jewelry, &c., (consisting of watches, rings, knives, forks, and such goods and articles as are usually kept in a jewelry store,) so set apart, some in trunks, some on shelves; in that room, I judged they were worth at least $3,400. I did not go into a very particular examination of the various articles; but, from the observation made at the time, I am disposed to think the goods would be found to be worth more. These goods were kept away from the store of Mr. Levy, and not set up and exhibited for public sale. I also examined the goods at the store of said Levy, and set up at public sale, and I think the value of the goods in said store was $1,000 at least.

There were about $1,800 or $2,000 worth of such goods, consisting of gold watches, &c., at the private dwelling of said Levy, in the room before mentioned, separate from the rest of the goods, and placed in trunks and boxes. Articles of jewelry, such as watches, &c., have decreased in value, since 1843 and 1844, at least ten per cent. The bill of goods hereto annexed, marked exhibit A, having been examined by me, I consider the prices charged for the articles as reasonable at this place. I could not judge of some of the articles charged without

seeing them; though, from the general examination of the bill, there seems to be no excess in respect to the charges.

MARCUS DOTTER.

Sworn to and subscribed before me, this seventeenth day of May, A. D. 1848.

WM. S. HUTT, *J. P.*

At the same time and place came also William E. Woodruff, a witness known to me to be of lawful age, being first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit or proceeding aforesaid, deposed and stated as follows, to wit:

I have known Mr. Jonas Levy, one of said defendants, ever since he settled in Little Rock, some time about the year 1841. Since that time he has resided with his family in said city, and has had and kept a jewelry store therein nearly or quite all the time, and carried on the business of mending and repairing watches, jewelry, &c.

Martin Very, complainant in said suit, assigned and transferred to me, some two or three years after the sale by Darwin Lindsley to said Levy of certain houses and lots in said city of Little Rock, one of the bonds given by said Levy to secure the purchase money agreed to be given for said property, it being the same property whereon said Lindsley resided before the sale to Levy, and whereon Levy has ever since resided. The bond assigned to me had been previously assigned by said Lindsley to the said Very. Before the said assignment, I had been employed by said Very to act as his agent in respect to the said bond, and, as such agent, had corresponded with said complainant in respect to said business. During this correspondence I received sundry letters from said Very about his business, in answer to letters from me, and others written by him, not in response to letters from me. I never saw Mr. Very, nor did I ever see him write, but from the circumstances aforesaid, I have seen frequently his writing; from my knowledge of his writing thus obtained, I can say that I believe the signature of said Very to the power of attorney, a copy whereof is hereto annexed, marked exhibit No. 1, is genuine, and the signature of the said Very; I do not know the signature of the witness to the said power of attorney, (the original power being now before me,) nor do I know that any one of that name has ever lived in the State of Arkansas; I saw John S. Davis, the agent constituted by said power of attorney, in the early part of 1843, when he came on to this place to act under the power in respect to the demands held by said Very against said Levy, being part of the purchase money for the lots aforesaid; at that time, and from documents passing through my hands in the handwriting of said Davis, and recognised by him as genuine, I became acquainted with the handwriting of said Davis; from my knowledge of his handwriting, I believe the letter under date of 25th November, 1842, a copy whereof is hereto attached, marked exhibit No. 2, to be in the

genuine handwriting of the said Davis, and that his real signature is thereto signed; I also verily believe, from an examination of the original now before me, that the contract or agreement of 3d March, 1843, signed "M. Verry, by J. S. Davis, attorney in fact," is entirely in the handwriting of said Davis, and that the signature thereto is in the handwriting of the said Davis, a copy of which agreement is hereto annexed, marked exhibit No. 3.

Upon examination of the receipt and signature thereto, (the originals whereof are now before me,) attached to the bill of items and account, a copy whereof is hereto annexed, marked exhibit A, is in the handwriting of said John S. Davis, as I believe, and his genuine signature is thereto attached; Jonas Levy, ever since he resided in said city of Little Rock, has always had on hand a supply of jewelry, &c., but I am not acquainted with the value of such articles, though I have understood the property was worth several thousand dollars. And further said not

WM. E. WOODRUFF.

Sworn to and subscribed before me, this 17th day of May, A. D. 1848.

WM. S. HUTT, *J. P.*

I further state, that after an inspection of the correspondence of said Very, while I was agent for him as aforesaid, and documents in my possession from said Very and John S. Davis, the said Very represented said Davis as his general agent in respect to his claims against said Levy, and authorized to act for him in respect to them; he so represented as early as 4th October, 1842, and such representations were continued until Davis came on here in the spring of 1843; the correspondence referred to by me is entirely private, and relates to business transactions between myself and Very and Davis, and I would not make them public, or give entire copies for insertion as exhibits.

WM. E. WOODRUFF.

Sworn to and subscribed before me, this 17th day of May, A. D. 1848.

WM. S. HUTT, *J. P.*

At the same time and place also appeared Emanuel Levy, of competent age, and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy, in the suit aforesaid, deposes and states as follows, to wit:

I am the son of the defendant Levy, named above, and have lived in his family ever since he has lived in the city of Little Rock; I was present some days since, when Marcus Dotter, the witness whose deposition precedes, examined the jewelry, goods, &c., at the residence of said Jonas Levy; I know the jewelry, goods, &c., referred to by him as kept in a separate room, at the dwelling-house of said Levy, and not put up in the store for sale, and which he then examined, have been so kept by said Levy in the same room, in boxes and

trunks, for some time before, and ever since the 3d day of March, A. D. 1843; my father has been generally at his residence, in the city of Little Rock, ever since he lived there; his absences were only for short periods, and those not frequent.

EMANUEL LEVY.

Sworn to and subscribed before me, this 17th day of May, A. D. 1848.

WM. S. HUTT, *J. P.*

At the same time and place also appeared William F. Pope, of competent age, who being first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy, in the suit aforesaid, deposes and states as follows, to wit:

I was several years since very well acquainted with Joseph P. H. Thornton, of Floyd county, Indiana; I wrote in the clerk's office, in the office where he was principal clerk, and saw him write often, and was well acquainted with his signature; from my recollection of his handwriting and signature, I verily believe his signature, attached as a witness to the power of attorney, referred to in the preceding deposition of Wm. E. Woodruff, is the genuine signature and handwriting of the said Thornton.

W. F. POPE.

Sworn to and subscribed before me, this 17th day of May, A. D. 1848.

WM. S. HUTT, *J. P.*

STATE OF ARKANSAS, *Pulaski county, to wit:*

I, Wm. S. Hutt, an acting and duly commissioned justice of the peace, in and for the county of Pulaski, in the State of Arkansas, do hereby certify and make known, that the foregoing depositions of Marcus Dotter, William E. Woodruff, Emanuel Levy, and William F. Pope, were taken before me on the 17th day of May, A. D. 1848, by consent of parties; that the examinations, responses, and statements of each of said deponents, were reduced to writing in my presence and by said deponents respectively sworn to and subscribed in my presence, at the time and place aforesaid, and that said deponents are residents of the county of Pulaski, in the State of Arkansas.

In testimony whereof I, Wm. S. Hutt, justice of the peace, do hereunto set my hand, at the city of Little Rock, in the State of Arkansas, this 22nd day of May, A. D. 1848.

Justice's fees, $3 00.

WM. S. HUTT, *J. P.*

LITTLE ROCK, ARKANSAS, *May* 16, 1848.

We, Ebenezer Cummins, solicitor for Jonas Levy, and A. Fowler, solicitor for Martin Very, hereby assent and agree that the foregoing depositions of Marcus Dotter, William E. Woodruff, Emanuel Levy,

and William F. Pope, with the exhibits therein referred to, may be read and used as evidence as depositions, and regularly and duly taken in the cause [where]of Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, on bill and amended bill now depending in the circuit court of the United States, in and for the district of Arkansas; waiving all objections to the form and manner of taking said depositions, but reserving all objections as to the competency and relevancy of the statements contained therein; and the said Fowler, in behalf of said Very, expressly reserves the right to except to, and move the suppression of, said depositions, and each and every part thereof, on the ground of impertinency, incompetency, and irrelevancy to the matters in issue in said cause.

A. FOWLER,
E. CUMMINS,
Solicitors for Levy.

LITTLE ROCK, *March 3rd*, 1843.

Mr. John S. Davis,

Bought of Jonas Levy.

1 silver watch - - - - -	$45 00
1 gold ladies' do. - - - - -	60 00
1 do. do. do. - - - - -	40 00
1 silver do. - - - - -	20 00
2 do. hunter's do., 25 00 - - - -	50 00
1 gold guard chain - - - - -	20 00
1 do. fob do. - - - - -	12 00
No. 1, 2 dozen dirk knives, 5 00 - - -	10 00
2, 2 do. 2-blades do., 5 00 - - -	10 00
3, 1 do. 4 do. do., 12 00 - - -	12 00
22, 37, 2 dozen razors, 9 00 - - -	18 00
31, 1 do. do - - - -	8 50
12 dozen pen and pencil cases, 3 00 - - -	36 00
2 fine gold rings, 2 50 - - - - -	5 00
12 common gold rings, 1 50 - - - -	18 00
1 gold pin - - - - - -	2 50
4 do. broaches, 3 00 - - - - -	12 00
1 silver fruit knife - - - - -	2 00
3 do. pencil cases, 2 00 - - - -	6 00
6 do. tooth picks, .50 - - - -	3 00
2 large gold broaches, 4 00 - - - -	8 00
6 plated do. 1 50 - - - -	9 00
2 sets earrings and broaches, fine gold, 16 00 - -	32 00
12 gold set rings, 4 00 - - - - -	48 00
2 sets gold earrings and broaches, 15 00 - -	30 00
1 dozen gilt rings, 1 50 ea. - - - -	18 00

ACCOUNT—Continued.

1 Harrison broach - - - - -	$4 00
2 plated key and chain, 3 00 - - - -	6 00
8 silver thimbles, .50 - - - - -	4 00
1 gold broach - - - - - -	4 00
3 do. do. enameled, 6 00, 6 00, 5 00 - -	17 00
	570 00
Brought up - - - - -	570 00
3 gold broaches, 1 50 - - - -	4 50
3 do. do. white stones, 5 00 - - -	15 00
2 sets fine gold earrings, 10 00 - - -	20 00
3 fine gold broaches, 5 00 - - - -	15 00
4 gold broaches with painted ladies, 5 00 - -	20 00
2 second-hand silver watches, 8 00 - - -	16 00
6 broad rings, 3 00 - - - - -	18 00
12 do. 2 25 - - - - -	27 00
2 do. 1 00 - - - - -	2 00
1 pair set earrings - - - - -	15 00
14 gilt broaches, .50 - - - - -	7 00
2 pair plated candlesticks, 10 00 - - -	20 00
6 pair snuffers, 87½ - - - - -	5 25
75 dozen gilt rings, .75 - - - - -	56 25
16 dozen do. Harrison broaches, 1 25 - - -	20 00
12 dozen do. do. 2 00 - - -	24 00
2 dozen razors, 9 00 - - - - -	18 00
1 dozen razors - - - - - -	8 50
3 dozen do. damaged, 3 00 - - - -	9 00
24 G. S. butter knives, 1 00 - - - -	24 00
20 dozen G. S. thimbles, 1 25 - - - -	25 00
30 pair dividers, .25 - - - - -	7 50
6 gross paper buttons, 1 00 - - - -	6 00
6 do. do. small, .87½ - - - -	5 25
12 dozen common watch chains, .75 - - -	9 00
2 boxes common earrings, 1 50 - - - -	3 00
12 dozen G. S. table spoons, 5 00 - - -	60 00
3 dozen G. S. table forks, 8 00 - - -	24 00
3 do. do. desert do. 7 00 - - -	21 00
72 dozen watch glasses, 1 00 - - - -	72 00
14 cards gold hands, 5 00 - - - -	70 00
12 do. gilt do. .75 - - - -	9 00
	1,226 25
Brought over - - - - -	1,226 25
20 dozen main springs, 4 50 - - - -	90 00

ACCOUNT—Continued.

12 dozen watch keys, .75 - - - -	$9 00
2 dozen plaited do. 4 50 - - - -	9 00
4 plaited dishes for - - - - -	70 00
4 pieces, 1 tea, 1 coffee, 1 sugar, and 1 cream jug -	55 00
2 pair plaited chamber candlesticks, 12 00 - -	24 00
11 G. S. soup ladles, 3 00 - - - -	33 00
12 cards gold hands, 5 00 - - - -	60 00
1 gold eye glass - - - - -	15 00
2 fine gold rings, 25 00 and 15 00 - - -	40 00
1 pair fine gold earrings and broach - - -	25 00
50 dozen Lunette watch glasses, 2 00 - - -	100 00
4 gilt ladies' neck chains, 3 00 - - - -	12 00
12 dozen G. S. table spoons, 5 00 - - -	60 00
3 dozen dirk knives, 5 00 - - - -	15 00
12 dozen pencil cases, 3 00 - - - -	36 00
1 trunk - - - - - - -	4 00
	1,898 25

Received the above bill of goods of Jonas Levy, on account of note and mortgage belonging to M. Very.

J. S. DAVIS.

This is exhibit A, referred to in the deposition of Marcus Dotter.

MARCUS DOTTER,
WM. S. HUTT, *J. P.*
WM. E. WOODRUFF,
WM. S. HUTT, *J. P.*

Know all men by these presents, that I, Martin Very, of the county of Floyd, and State of Indiana, have made, constituted, and appointed, and do by these presents make, ordain, constitute, and appoint, John S. Davis, of the city of New Albany, Ind., my true and lawful attorney, for me and in my name, and for my use, to ask, demand, sue for, recover, and receive, all such sum or sums of money, notes, bills, bonds, mortgages, or debts which are or shall be due, owing, or belonging to me in any manner, or by any means whatsoever; and I hereby give my said attorney full powers and authority to trade, sell, and dispose of any notes, bills, bonds, or mortgages held or owned by me, on any resident or residents of the State of Arkansas; and I hereby give my said attorney full power and authority, in and about the premises, to have, use, and take all lawful ways and means, in my name, for the purpose aforesaid; and, upon the receipt of such debts, dues, or sums of money, to make, seal, and deliver acquittances and other sufficient discharges for me and in my name; or, upon the sale of

any bill, bond, note, or mortgage, to execute a good and sufficient assignment of the same to the purchaser thereof for me and in my name; and generally to do and perform, in my name, all other acts and things necessary to be done and performed in and about the premises, as fully and amply, to all intents and purposes, as I myself could or might do if personally present; and attorneys, one or more under him for the purpose aforesaid, to make and constitute, and again at pleasure revoke; and I hereby ratify and confirm all and whatsoever my said attorney shall lawfully do in my name, in and about the premises, by virtue of these presents; and I hereby make this power of attorney irrevocable to all intents and purposes.

In testimony whereof I have hereunto set my hand [and] seal, this the 28th day of January, in the year of our Lord 1843.

(Signed) MARTIN VERY. [SEAL.]

Signed, sealed, and delivered in presence of—
(Signed) JOS. P. H. THORNTON.

STATE OF INDIANA, *Floyd county, sct.*

Before me, the undersigned, a notary public in and for the county aforesaid, by authority of law duly appointed and qualified, this day personally appeared Martin Very, grantor to the foregoing letter of attorney, and acknowledged that he had signed, sealed, and delivered the same as for his act and deed, for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, this 28th day of January, 1843.

[SEAL.] (Signed) JOS. P. H. THORNTON,
Notary Public.

This is exhibit No. 1, referred to in the depositions of Wm. E. Woodruff and Wm. F. Pope.

May 16th, 1848.

WM. E. WOODRUFF,
WM. S. HUTT, *J. P.*
WM. F. POPE,
WM. S. HUTT, *J. P.*

NEW ALBANY, (Ind.,) *Nov.* 25, 1842.

DEAR SIR: My object in writing to you is, to inquire what you will give in cash and jewelry for the last note that you gave to Darwin Lindsley, and which was assigned by him to Martin Very. I have bought a part of the note, and am authorized to make disposition of it, and I thought that as a matter of justice you should have the refusal of the note at a considerable discount, if you desired it. Please let me know from you at your earliest convenience. I write for myself and Mr. Very.

I am, respectfully, yours, &c.,
(Signed) JOHN S. DAVIS.

Mr. JONAS LEVY.

Addressed—"Mr. Jonas Levy, Little Rock, Ark's." Post mark—"New Albany, Ind., Nov. 20."

This is exhibit No. 2, referred to in the deposition of Wm. E. Woodruff.

(Signed) WM. E. WOODRUFF,
May 16th, 1848. WM. S. HUTT, *J. P.*

LITTLE ROCK, *March 3d*, 1843.

I hereby agree to take in goods, such as jewelry, &c., the balance due me on a note assigned by D. Lindsley to me, as also a mortgage assigned by said Lindsley; said goods to be delivered to me, or any agent at Little Rock, Ark., at reasonable prices, at said Little Rock; said goods to be called for within 12 months from this time.

(Signed) M. VERY,
By J. S. DAVIS,
Att'y in fact.

This is exhibit No. 3, referred to in deposition of Wm. E. Woodruff.

(Signed) WM. E. WOODRUFF,
May 16th, 1848. WM. S. HUTT, *J. P.*

(*Endorsed.*)

Opened and published by agreement of parties, 12th July, 1849, having been filed 25th May, 1848.

WM. FIELD, *Cl'k*,
By JOHN T. TRIGG, *D. C.*

STATE OF ARKANSAS,
County of Pulaski, Big Rock township, ss.

Depositions of witnesses, taken, subscribed, and sworn to, at the office of the clerk of the circuit court of Pulaski, Arkansas, in said first named county and township, by consent of parties, without commission or notice, to be used and read in evidence on the hearing of a certain cause in chancery, now depending in the circuit court of the United States, for the district of Arkansas, wherein Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, on original and amended bills.

R. G. Delaroderie, a witness known to me to be of lawful age, being to me produced, and being by me first duly sworn to state the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit or proceeding aforesaid, deposed and stated as follows, to wit:

I am a watchmaker and jeweller by trade; I came to the city of Little Rock, in the State of Arkansas, and settled there on the 13th day of February, A. D. 1846, and have resided there and been a citizen thereof ever since. Some three or four months after I settled at

Little Rock, as aforesaid, I became acquainted with the defendant, Jonas Levy, who then resided, and ever since has resided, in the said city of Little Rock. From the time I first knew Jonas Levy up to the present time, he had and kept in said city of Little Rock, a jewelry store, in which he carried on the ordinary retail business, in such goods, such as jewelry, &c., as are usually kept in such store, and also carried on the trade of repairing watches and mending jewelry, &c. I have been in and through the store of said Levy, and the rooms in which he kept his goods, and my opinion is, from my observation of the goods, such as jewelry, &c., that the jewelry, watches, &c., goods kept on hand by the said Levy, were worth between three and four thousand dollars, at the ordinary selling prices of such articles at the said city of Little Rock. In a warehouse or room near the dwelling of said Levy, detached from his store, said Levy, during the period aforesaid, kept the larger and more valuable portion of his goods, jewelry, &c., not exposed to public view or sale. These goods, or most of them, might have been sold, in case they had been exposed to public view, and on sale in his store.

R. G. DELARODIE.

Sworn to and subscribed before me, this 26th day of April, A. D. 1848.

A. SMITH, *J. P.*

George Waring, another witness, known to me to be of lawful age, being duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit or proceeding aforesaid, deposed and stated as follows, to wit:

I am well acquainted with John S. Davis, who lately resided in New Albany, in the State of Indiana; I am also acquainted with Martin Very, the complainant in the aforesaid suit; I was not acquainted [with] said Davis until he came to Little Rock, Arkansas, in the winter or spring of the year 1843, transacting some business with Jonas Levy, defendant in said suit; I was frequently with them, at said Levy's house, while they were transacting their business, and saw them examining the jewelry and goods which Levy had on hand, as though they were on a trade in respect to them. Davis obtained two boxes or trunks of goods from Levy at the time, which he got me to ship to him at New Albany, Indiana; I think the goods were shipped to Davis, but of this I am not absolutely certain. Davis told me he had some claims on Levy, which he owed as the price given for the house and lots, in said city of Little Rock, where Levy then lived, in part payment of which said goods were given him. Since Levy has lived in the city of Little Rock, he has always lived in the same dwelling and on the same lots where he now lives; which dwelling and lots were formerly owned by Darwin Lindsley, and occupied by him, and by whom they were transferred to the said Levy. I knew Mr. Levy, who had resided in said city of Little Rock, before the above transaction between him and

said Davis. He has, ever since I knew him, had a jewelry store, containing watches, jewelry, knives, pistols, &c., and such goods as are usually kept in such stores, in said city of Little Rock, and always carried on that store, as well as the business of repairing watches, jewelry, &c. I have little knowledge upon the subject, and could not form an estimate of the value of the goods Levy kept on hand, in said city, during the time aforesaid.

I have transacted some business with said John S. Davis, and have seen him write frequently; and have now in my possession some of his writing. The letter, a copy whereof is hereto annexed, marked "exhibit A," being examined by me, I say the same is signed by, and in the handwriting of the said John S. Davis; I think the entire letter, as well as the signature, is in his handwriting.

I have also examined the original writing, or contract, a copy whereof is hereto attached, marked "exhibit B," and from my knowledge of said Davis' handwriting, I can say the body of said writing, or contract, as well as the signatures thereto, are in the handwriting of the said Davis.

Ever since I knew said Levy, he has kept a pretty full store in said city of Little Rock; but as before said, I could form no definite judgment as to their value, not being acquainted with the price of such articles.

GEO. WARING.

Sworn to and subscribed before me, April 26th, 1848,

A. SMITH, *J. P.*

STATE OF ARKANSAS, *county of Pulaski*,
Big Rock township, *ss.*

I, Archibald Smith, an acting and duly commissioned justice of the peace in and for the county of Pulaski, in the State of Arkansas, do hereby certify and make known, that the foregoing depositions of R. G. De Laroderie and George Waring, were taken before me on the 26th day of April, A. D. 1848, at the time and place in the caption thereof mentioned; that the examinations, responses, and statements, of each of said deponents were reduced to writing in my presence, and by the said deponents respectively sworn to and subscribed in my presence, at the time and place aforesaid; and that the said deponents are residents of the county of Pulaski, in the State of Arkansas, and the same was taken by consent, without commission or notice.

In testimony whereof, I, Archibald Smith, justice of the peace, do hereto set my hand, at the clerk's office of the clerk of the circuit court of Pulaski county, and State of Arkansas, this 26th day of April, A. D. 1848.

A. SMITH, *J. P.*

We, A. Fowler, solicitor for complainant, and E. Cummins, solicitor for Jonas Levy, defendant, in the cause named in the caption of the foregoing depositions, do hereby consent and agree that the foregoing depositions of R. G. De Laroderie and George Waring, may be read

as depositions regularly and legally taken and certified on the part of the defendant, Levy, in the cause therein mentioned, without regard to want of commission, notice, or any other formality; but reserving all rights to object and except to the competency of said witnesses, or either of them, and to the pertinency of their testimony, or of any part thereof, to the matters involved in said cause.

E. CUMMINS,
Solicitor for Jonas Levy.
A. FOWLER, *for Very.*

April 26, 1848.

(Copy.)

Exhibit A.

NEW ALBANY, *Ind. Nov.*, 25, 1842.

DEAR SIR: My object in writing to you is to inquire what you will give in cash and jewelry for the last note that you gave to Darwin Lindsley, and which was assigned by him to Martin Very. I have bought a part of the note, and am authorized to make disposition of it, and I thought, as a matter of justice, you should have the refusal of the note, at a considerable discount, if you desired it. Please let me hear from you at your earliest convenience. I write for myself and Mr. Very. I am, respectfully, yours, &c.,

JOHN S. DAVIS.

Mr. JONAS LEVY.

Endorsed—Mr. JONAS LEVY.
Little Rock, Arkansas.

(Post marked)—New Albany, *Ind., Nov.* 26.

The foregoing is the letter marked "exhibit A," referred to in the annexed and foregoing deposition of George Waring.

A. SMITH, *J. P.*
GEO. WARING.

April 26th, 1848.

(Copy.)

Exhibit B.

LITTLE ROCK, *March 3d*, 1843.

I hereby agree to take goods, such as jewelry, &c., the balance due me on a note assigned by D. Lindsley to me, as also a mortgage assigned by said Lindsley; said goods to be delivered to me, or any agent at Little Rock Arkansas, at reasonable prices, at said Little Rock; said goods to be called for within twelve months from this time.

(Signed) M. VERY,
By J. S. DAVIS, *Att'y in fact.*

The annexed and immediately foregoing instrument (copy) is ex-

4106.

hibit B, referred to in the annexed and foregoing deposition of George Waring.

A. SMITH, *J. P.*
GEO. WARING.

April 26th, 1848.

(Endorsed.)—Opened and published by agreement of parties, 13th July, 1849, having been filed 28th April, 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

And afterwards, to wit, on the 9th day of May, 1848, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY and GEORGE C. WATKINS, defendants.
} On bill to foreclose.

At this day come the parties by the solicitors; whereupon, on motion of defendant, it is ordered that both parties have, and leave is hereby granted unto them, until the first day of September next, to take the testimony of witnesses generally, to be read on the final hearing of this cause.

And on motion it is ordered, that James Collins, of New Albany, Indiana, be, and he is hereby, appointed a commissioner of this court, to take the depositions of witnesses.

And on motion and by consent of parties, it is ordered, that this cause be, and the same is hereby, set down for final hearing at the next term of this court, upon bill, answer, replication, exhibits, and testimony taken and to be taken, in this behalf; until which time this cause is hereby continued.

Agreement of parties.

LITTLE ROCK, ARKANSAS, *July* 28, 1848.

Whereas in a certain cause in chancery, now depending in the circuit court of the United States, for the district of Arkansas, wherein Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, to foreclose a mortgage, &c., the said Jonas Levy caused a commission to issue, on his behalf, to James Collins, jr., of New Albany, Indiana, a commissioner appointed by said court to take testimony *to take the testimony* of witnesses on interrogatories thereto annexed, under an agreement between the undersigned, that a notice of five days should be given of the time and place of taking such depositions to said Very; and whereas the said James Collins, jr., said commissioner, as we are advised, is absent and cannot in due time execute such commission: Now, we agree and consent, that Henry Collins, city judge of the city of New Albany, Floyd county, Indiana, in his official capacity, may execute said commission, and take such tes-

timony under and in pursuance of the said commission, and interrogatories and agreement aforesaid, and in pursuance of law and the rules of said court, in other respects, in the same manner as if he were commissioner of said court; and that such testimony, so taken in pursuance thereof, and of said agreement, *and* may be read in said cause without objection as to the official character of the person taking the same.

A. FOWLER, *Attorney*
and Counsel for said Martin Very.
C. CUMMINS,
Solicitor for Jonas Levy.

NEW ALBANY, FLOYD COUNTY, INDIANA,
August 9, 1848.

TO MARTIN VERY, esq.

Take notice, that in pursuance of a commission, duly issued in that behalf, I shall proceed on the 18th day of August, A. D. 1848, between the hours of 8 o'clock a. m., and 6 o'clock p. m., of said day, and to be continued from day to day until completed, between the same hours, at the office of Henry Collins, city judge, in the city of New Albany, in the State of Indiana, to take the depositions of witnesses, before Henry Collins, a commissioner duly appointed in that behalf, to be read and used as evidence, upon the final hearing and trial of a certain cause, now depending in the circuit court of the United States, for the district of Arkansas, in chancery, wherein you are complainant, and Jonas Levy and George C. Watkins are defendants, when and where you can attend, if you think fit.

JONAS LEVY.
By E. CUMMINS, *Solicitor.*

As commanded I have served a copy of the within notice on Martin Very, August 10th, 1848, by delivering it to him.

THOMAS B. WALKER, *S. F. C.*

Serving : : :	50
M. & R. . : .	34
	84

Paid by Jonas Levy.

THOMAS B. WALKER, *S. F. C.*

THE UNITED STATES OF AMERICA,
District of Arkansas, &c.

In the circuit court of the United States, for the Arkansas district, on the chancery side thereof, on the 9th day of May, A. D. 1848, at the April term of said court, A. D. 1848.

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.

On bill to foreclose.

At this day come the said parties, by their solicitors; whereupon, on motion of defendants, it is ordered that both parties have, and leave is hereby granted unto them until the first day of September next, to take the testimony of witnesses, generally, to be read on the final hearing of this cause.

And on motion it is ordered, that James Collins, of New Albany, Indiana, be, and he is hereby, appointed a commissioner of this court to take the depositions of witnesses.

And on motion and by consent of parties, it is ordered, that this cause be, and the same is hereby, set down for final hearing at the next term of this court, upon bill, answers, replications, exhibits, and testimony, taken and to be taken in this behalf, until which time this cause is hereby continued.

A true copy from the record.

Attest: WILLIAM FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

UNITED STATES OF AMERICA,
District of Arkansas.

In the clerk's office of the circuit court of the United States, for the district of Arkansas, on the chancery side of said court, in vacation, June 26th, 1848.

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.

Bill in chancery.

At this day come the said parties, by their solicitors, and the said defendant, Jonas Levy, files his interrogatories, with an agreement of the parties endorsed thereon, waiving their right under the rule, requiring interrogatories to be filed in the office of the clerk ten days before a commission to take depositions can issue, and consenting that a commission may issue immediately upon said interrogatories; whereupon it is ordered that a commission issue. WILLIAM FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

A true copy from the record.

Attest: WILLIAM FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

UNITED STATES OF AMERICA,
District of Arkansas, sct.

The President of the United States of America, to James Collins, of New Albany, Indiana, commissioner, greeting:

You are hereby commanded to cause to come before you, John S.

Davis and others, and them diligently examine, separately and distinctly, upon the annexed interrogatories, on the part of said defendants as well as of said complainant, in a certain cause now pending in our circuit court of the United States, for the district of Arkansas, on the chancery side thereof, in which Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, and that you then and there examine them on their respective corporal oaths, first taken before you on the holy evangelists, upon the interrogatories aforesaid; and that you reduce their examinations to writing, and when you shall have so taken them, that you send the same with this dedimus, closed up under your seal, to our said circuit court, at the city of Little Rock, without delay.

In testimony whereof Roger B. Taney, chief justice of the United States, has caused the seal of said court to be hereto affixed, [L. S.] this 26th day of June, A. D. 1848, and the 72d year of American independence.

Attest: WM. FIELD, *Cl'k*,
By JOHN T. TRIGG, *D. C.*

UNITED STATES OF AMERICA, *District of Arkansas, ss:*

In the circuit court of the United States, for said district.

MARTIN VERY, complainant,
vs.
JONAS LEVY and GEORGE C. WATKINS, defendants.

In chancery.

Interrogatories to be propounded to, and answered by, John S. Davis and others, witnesses on the part of said Jonas Levy, one of said defendants in the above cause; their answers to which are to be read in evidence on the part of said Levy, on the hearing of said cause, to wit:

1st. Are you acquainted with the parties to said suit; and if so, which of them, and how long have you known him or them?

2d. Are you acquainted with the handwriting and signature of Martin Very? If so, state how long you have known it, and particularly, how you acquired a knowledge of it.

3d. Look upon the power of attorney hereto annexed, marked "exhibit A, and state your knowledge in respect to the signature of the maker thereof.

4th. Are you acquainted with Joseph P. H. Thornton, whose name appears as a witness to said power of attorney?

5th. Have you any knowledge of, or acquaintance with, the handwriting and signature of said Thornton; and if so, how acquired?

6th. Look upon said power of attorney, and state your knowledge with respect to the signature of the witness thereto.

7th. In whose handwriting is the signature, and in whose is the signature of the person purporting to be witness thereto?

8th. What knowledge have you of the execution and delivery of said power of attorney? State fully your knowledge.

9th. Where do said Very and Thornton reside?

10th. Are you acquainted with John S. Davis, mentioned in said power of attorney; and if so, how long have you known him?

11th. Have you any knowledge of the signature and handwriting of said Davis? If so, state what knowledge you have, and how acquired.

12th. Look upon the agreement hereto annexed, marked exhibit B, bearing date Little Rock, March 3, '43, and the letter hereto attached, marked exhibit C, bearing date Nov'r 25th, '42, and state your knowledge in respect to the handwriting thereof and the signatures thereto.

13th. By whom were they written and signed?

14th. Have you any knowledge of an appointment by said Very of said Davis, to be his agent in respect to the management and collection of debits and claims coming to said Very?

15th. If so, state fully your knowledge thereof.

16th. If any such agency ever existed, when did it commence, what claims did it extend to, and what was the extent of authority conferred on such agent?

17th. What do you know of the execution of said agreement, marked B?

18th. What do you know of its delivery?

19th. For what reason was said agreement, marked B, given or executed, if ever executed or delivered?

20th. Why was such agreement asked or required by Levy at the time?

21st. What was the nature of the debit or claim referred to in the said agreement?

22d. What claims or debits were, at the date of said agreement, held by said Very against said Levy? State fully their nature and description.

23d. Upon what consideration did such indebtedness arise?

24th. By virtue of what authority did said Davis, if at all, execute and deliver said agreement B?

25th. What amount, if any thing, was ever paid by Levy to said Very, or his agents, on such claim or claims, and when?

26th. What was the inducement and consideration for giving and executing said agreement B?

27th. Had said Very any knowledge of the contents of said letter, marked C, or any knowledge that it was intended to be, or had been, remitted to said Levy?

28th. Had said Very any personal knowledge of the contents of said agreement B; and if so, how was it acquired, and when?

29th. What amount was due said Very on said claim or claims against Levy at the time said agreement B is dated?

30th. Was any payment made by Levy thereon about the time said agreement B bears date; and if so, what sum was paid?

31st. If any such payment, was it before, at the time, or after the said agreement B was given?

32d. If any payment preceded the giving the agreement B, what was the understanding of the parties, when the payment was made, as to executing the agreement?

33d. Was the giving the agreement B and payment by Levy, in fact, and in the understanding of the parties, concurrent acts, or was either in fact, and in the understanding of the parties, made a condition precedent to the other; and if so, which?

34th. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

JONAS LEVY,
By E. CUMMINS, *Solicitor*.

As the attorney and solicitor of Martin Very, the complainant in the case mentioned in the caption of the annexed and foregoing thirty-four interrogatories, I waive expressly the right of ten days' notice of the filing of said interrogatories, or any other notice, and also waive the right to file cross interrogatories, and agree that a commission may be issued immediately and the depositions of the said John S. Davis and others may be thereunder taken by the said defendant, Jonas Levy, according to law, in other respects, upon condition that service of notice of the time and place of taking such depositions shall be made by said Levy on said Martin Very, at least five days previous to the taking thereof, and the return of the sheriff of the proper county in the State of Indiana shall be received as evidence of such service. Given under my hand this 24th day of June, A. D. 1848.

A. FOWLER.

DISTRICT OF ARKANSAS, *sct.*

I, William Field, clerk of the circuit court of the United States, in and for the district of Arkansas, do hereby certify, that the foregoing interrogatories, from 1 to 34, are truly copied from the originals now on file in my office, and that the agreement thereon endorsed is also truly copied.

In testimony whereof I have hereto set my hand and affixed the seal of said court, this 26th day of June, A. D. 1848.

[L. S.] Attest: WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Depositions of witnesses taken and subscribed before me, Henry Collins, city judge of the city of New Albany, in Floyd county, and State of Indiana, duly commissioned as such, on the 18th day of August, A. D. 1848, between the hours of eight o'clock, a. m., and six o'clock, p. m., of said day, at my office, in said city, in the county of Floyd, and State of Indiana aforesaid, in pursuance of a commission and agreement hereto annexed, and to be read as evidence in a certain cause now pending in the circuit court of the United States, for the

district of Arkansas, in chancery, wherein Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants, on the part of the defendants.

John S. Davis, a witness known to me to be of lawful age, being to me at the time and place aforesaid produced, and being by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, in regard to the matters in controversy in the suit aforesaid, did then and there, on his oath aforesaid, depose as follows, to wit:

To the first interrogatory he answers, that he is acquainted with Martin Very, and has been acquainted with him intimately for the last ten years; he has never seen George C. Watkins to know him that he now recollects; he has a slight acquaintance with Jonas Levy; saw him at Little Rock, in 1843; have not seen him since, that he recollects.

To the second interrogatory he answers, that he is acquainted with both the handwriting and signature of Martin Very; he has known it for at least seven or eight years; he acquired his knowledge by seeing him write and sign his name.

To the third question he answers, that he has looked at the power of attorney, bearing date 28th January, 1843, marked exhibit A, and states that it is signed by Martin Very, and that the signature is genuine.

To the fourth question he answers, that he is acquainted with Jos. P. H. Thornton, whose name appears as a witness to said power of attorney.

To the fifth question he answers, that he is acquainted with the signature and handwriting of said Thornton, and acquired said knowledge by seeing him write and sign his name frequently.

To the sixth interrogatory he answers, that he has looked upon *upon* the power of attorney above spoken of, and that said Thornton's signature is genuine.

To the seventh interrogatory he answers, that the signature to the above named power of attorney is Martin Very, and that the signature of said witness Thornton thereto is his, and is genuine.

To the eighth interrogatory he answers, that he was present at the time of the execution and delivery of said power of attorney; that he wrote it, and saw it executed and delivered.

To the ninth interrogatory he answers, that Martin Very resides in Floyd county, Indiana; and that said Thornton resides in Crawford county, in the same State.

To the tenth interrogatory he answers, that he is well acquainted with John S. Davis, mentioned in said power of attorney; that he has known him ever since he has known any body, for at least thirty years; that he is the same John S. Davis named in the power of attorney.

To the eleventh interrogatory he answers, that he knows the signature and handwriting of said John S. Davis; he acquired his knowledge by knowing himself tolerably well, and seeing himself write very often.

To the twelfth interrogatory he answers, that he has looked upon the

agreement marked exhibit B, and bearing date Little Rock, March 3d, 1843; and the letter marked exhibit C, bearing date November 25th, 1842; that he is well acquainted with the handwriting of said exhibits and the signatures thereto.

To the 13th interrogatory he answers, that they were written and signed by witness.

To the fourteenth interrogatory he answers, that he has no other knowledge of any appointment by said Very of said Davis to be his agent in the collection of debts and claims, or the management thereof, coming to said Very, except the power of attorney above referred to.

To the fifteenth interrogatory he answers, that he wrote said power of attorney and undertook to act under it, which is the only power or authority he ever had from said Very.

To the sixteenth interrogatory he answers, that an agency did exist under and by virtue of said power of attorney, which commenced on the 28th January, 1843; the agency was only intended to extend to claims that Very held against Levy; the authority conferred upon said John S. Davis was to collect said claim of said Levy for said Very.

To the seventeenth interrogatory he answers, that he wrote and executed said agreement marked B.

To the eighteenth interrogatory he answers, that he delivered the same to Levy.

To the nineteenth interrogatory he answers, that said agreement was executed and delivered for several reasons: The first of which reasons was, that Levy represented that he had expended large sums of money defending suits for the benefit of Very, and for purpose of saving Very from losing the money for which this suit is brought; the second reason was, that said Levy represented himself as insolvent or wholly unable to pay the debt due Very; and thirdly, that the property mortgaged was of little value, and would only pay at best a very small portion of the money intended to be secured by the mortgage; all which statements and representation thus made by said Levy, said Davis subsequent to the signing and delivering said agreement found to be false.

To the twentieth interrogatory he answers, that said Levy asked said agreement because he was anxious to discharge the debt due Very in jewelry, &c., and because he could not pay said debt in any other way; these were the reasons that Levy pretended to be governed by; the last reason given by Levy was subsequently found by witness to be false.

To the twenty-first interrogatory he says, that the debt referred to in said agreement was one evidenced by an instrument in writing under seal and secured by deed of mortgage.

To the twenty-second interrogatory he answers, that he knows of no other claims due or coming to said Very from Levy, but the bond and mortgage transferred by D. Lindsley to said Very; he does not remember the date of either bond or mortgage, or the precise amount of the same.

To the twenty-third interrogatory he answers, that he does not know.

To the twenty-fourth interrogatory he answers, that said Davis had

no other authority for the execution of agreement B, than the power of attorney marked as exhibit A; and he executed the same by virtue of the authority supposed to be contained in said power of attorney.

To the twenty-fifth interrogatory he answers, that he does not remember the amount paid by Levy to him for said Very, nor the precise date, but that a payment was made to him for Very by Levy sometime in March, 1843; he thinks the payment was made in jewelry, &c., mostly; a small part thereof in money; he knows of no other payment made at any time by Levy; whatever was settled at the time referred to was intended as a part payment or satisfaction on the bond and mortgage.

To the twenty-sixth interrogatory he answers, that the inducement and consideration for giving and executing agreement "B," was the false representations of said Levy of his circumstances, the value of the property mortgaged, and that he, said Levy, had paid large sums of money to save said debt secured by said mortgage for said Very; these statements and representations were made before and at the [time] said agreement "B" was executed and delivered, and said Davis then believed to be true, but subsequently found them to be false.

To the 27th interrogatory he answers, that said Very had no knowledge whatever of said letter marked "C," or that it was intended to be, or had been, sent to said Levy.

To the 28th interrogatory he answers, that said Very had no knowledge whatever of the contents of said agreement "B," or of its existence, that he (witness) knows of.

To the 29th interrogatory he answers, that he is at this time unable to state what amount was due said Very at the time said agreement "B" was executed and dated, but his best impression is, that said Levy was indebted to said Very in several hundred dollars "interest" on a bond, the principal of which was not then due.

To the 30th interrogatory he answers, that a few dollars in money was paid, and some jewelry, &c., was delivered to him, the amount of which he does not now remember, but for which he thinks he gave a receipt at the time. This was done a short time before said agreement "B" was executed.

To the 31st interrogatory he answers, that the payment was made, and the jewelry, &c., was delivered, he thinks, a short time before agreement "B" was given, but he thinks that it was, perhaps, on the same day.

To the 32d interrogatory he answers, that he thinks the payment that was made, and the jewelry, &c., that was delivered, preceded the giving of the agreement "B;" that at the time the arrangement was made for the payment and delivery of the jewelry, &c., that was delivered, nothing was said about the giving or executing agreement "B," but subsequently, on Levy representing his inability to pay, &c., as stated before, said Davis agreed and did give exhibit "B," but the execution of agreement "B" was not a condition precedent to making

the payment by said Levy, nor was there any such understanding between them, and said payment had nothing to do in reality with the execution of agreement "B" according to the understanding between Levy and said Davis.

To the 33d interrogatory he answers, that he had no understanding with Levy that the payment by him, and the execution of agreement "B," should be concurrent acts, nor was either in fact, and in the understanding of parties, made conditions precedent or subsequent to the other; but he thinks that Levy at the time paid him a small sum of money, asked him to give him agreement "B," as said Davis was then about to start for home.

To the 34th interrogatory he answers, that some time after agreement "B" was executed, he thinks in January, 1844, he requested said Levy to pay said sum of money coming to Very, in jewelry, watches, &c.; he also requested said Levy to put the things ordered and deliver them to Mr. Waring, in Little Rock; this request was sent Levy by letter. A short time thereafter, he thinks in February, 1844, he received a letter from Levy acknowledging the receipt of the letter sent by him, said Davis. In this letter Levy declined paying as requested. The letter from Levy to said Davis he has hunted for, and he finds that it is either lost or mislaid; he thinks that Levy has the letter he sent to him.

The letter marked "C" said Davis states was written by him at the time he had a small interest in the claim held by Very against Levy, but that at the time exhibit "B" was signed, dated, and delivered, he held no interest as an owner in any part of the claim or claims said Very held against said Levy, and this said Levy well knew.

JOHN S. DAVIS.

My fees 75 cents, paid by Collins for Levy.

J. S. DAVIS.

THE STATE OF INDIANA,
Floyd county, city of New Albany, sct.

I, Henry Collins, city judge of the city of New Albany, in the county of Floyd aforesaid, duly commissioned and qualified, do hereby certify and make known, that the foregoing deposition of John S. Davis, was taken before me on the 18th, 19th, and 21st days of August, A. D. 1848, between the hours and at the place in the caption hereof mentioned; that the examination, responses, and statements of above said deponent were reduced to writing in my presence, and by the said deponent respectfully sworn to and subscribed in my presence at the time and place aforesaid; and that said deponent is a resident of the county of Floyd, in the State of Indiana. In testimony whereof I, Henry Collins, city judge of the said city of New Albany, do hereunto set my hand and seal at my office, in said city of New Albany, in Floyd county, and in the State of Indiana, this 21st day of August, A. D. 1848.

HENRY COLLINS, [SEAL.]
City judge.

Sheriff's fee - - - - - - -	$ 80
Witness fee - - - - - - -	75
Judges, 2,600 words, at 12½ cents per 100 -	3 50
Certificate and seal - - - - -	50
	$5 55

Paid by Jonas Levy.

HENRY COLLINS, [SEAL.]
City judge.

Exhibit A.

Know all men by these presents, that I, Martin Very, of the county of Floyd, and State of Indiana, have made, constituted, and appointed, and do, by these presents, make, ordain, constitute, and appoint, John S. Davis, of the city of New Albany, Indiana, my true and lawful attorney, for me, and in my name, and for my use, to ask, demand, sue for, recover, and receive, all such sum or sums of money, notes, bills, bonds, mortgages, or debts, which are or may become due, owing, or belonging to me in any manner, or by any means whatsoever; and I hereby give my said attorney full power and authority to trade, sell, and dispose of any bill, notes, bonds, or mortgages, held or owned by me on any resident or residents of the State of Arkansas; and I hereby give my said attorney full power and authority, in and about the premises, to have, use, and take all lawful ways and means in my name, for the purposes aforesaid; and upon the receipt of such debts, dues, or sums of money, to make, seal, and deliver acquittances, and other sufficient discharges for me and in my name, or upon the sale of any bill, bond, note, or mortgage, to execute a good and sufficient assignment of the same to the purchaser thereof, for me and in my name; and generally to do and perform in my name all other acts and things necessary to be done and performed in and about the premises, as fully and amply, to all intents and purposes, as I myself could or might do if personally present; and attorneys, one or more under him, for the purposes aforesaid, to make and constitute, and again at pleasure revoke. And I hereby ratify and confirm all and whatsoever my said attorney shall lawfully do in my name, in and about the premises, by virtue of these presents, and I hereby make this power of attorney irrevocable to all intents and purposes. In testimony whereof I have hereunto set my hand and seal, this the 28th day of January, in the year of our Lord 1843.

MARTIN VERY. [SEAL.]

Signed, sealed, and delivered in presence of—
Jos. P. H. THORNTON.

STATE OF INDIANA,
Floyd county, sct.

Before me, the undersigned, a notary public in and for the county

aforesaid, by authority of law duly appointed and qualified, this day personally appeared Martin Very, grantor to the foregoing letter of attorney, and acknowledged that he had signed, sealed, and delivered the same as and for his act and deed for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and [SEAL.] affixed my notarial seal, this 28th day of January, 1843.

JOS. P. H. THORNTON,
Notary Public.

This is exhibit "A," referred to in the annexed interrogatories propounded by Jonas Levy.

E. CUMMINS, *Sol. for Levy.*

This is the paper marked "A," referred to in the deposition of John S. Davis hereunto annexed.

HENRY COLLINS,
City judge of the city of N. Albany, Floyd co., Ia.
JOHN S. DAVIS.

Exhibit "B."

LITTLE ROCK, *March 3d*, 1843.

I hereby agree to take in goods, such as jewelry, &c., the balance due me on a note, assigned by D. Lindsley to me, as also a mortgage assigned by said Lindsley, said goods to be delivered to me or my agent, in Little Rock, Arkansas, at reasonable prices, at said Little Rock; said goods to be called for within 12 months from this time.

M. VERY,
By J. S. DAVIS, *Att'y in fact.*

This is exhibit "B," referred to in the interrogatories hereto annexed, propounded by Jonas Levy.

E. CUMMINS, *Sol. for Levy.*

This is the paper marked "B," referred to in the depositions of John S. Davis, hereunto annexed.

HENRY COLLINS, *City Judge*, [SEAL.]
Of the city of N. Albany, Floyd co., Ia.
JOHN S. DAVIS.

Exhibit "C."

NEW ALBANY, (IND.,) *Nov. 25*, 1842.

DEAR SIR: My object in writing to you is to inquire what you will give in cash and jewelry for the last note that you gave to Darwin Lindsley, and which was assigned by him to Martin Very; I have bought a part of the note, and am authorized to make disposition of it, and I thought that, as a matter of justice, you should have the refusal of the note at a considerable discount, if you desired it. Please let me

hear from you at your earliest convenience. I write for myself and Mr. Very.

I am, respectfully, yours, &c.

JOHN S. DAVIS.

Mr. JONAS LEVY.

This is exhibit "C," referred to in the foregoing and annexed interrogatories propounded by Jonas Levy.

E. CUMMINS, *Sol. for Levy.*

This is the paper marked "C," in the deposition of John S. Davis, hereunto annexed.

HENRY COLLINS, [SEAL.]
City judge of the city of N. Albany, Floyd co., Ia.

JOHN S. DAVIS.

(Post marked,) "New Albany, Indiana, Nov. 26."
(Endorsed) Mr. JONAS LEVY,
Little Rock, Arkansas.

Opened and published by agreement of parties, on the 12th July, 1849, having been filed 1st September, 1848.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

Agreement of parties.

District of Arkansas. In circuit court of United States, April term, 1849.

MARTIN VERY, complainant,
vs.
JONAS LEVY and Geo. C. Watkins, defendants.

Bill to foreclose mortgage.

The parties in said cause, by their respective solicitors, agree that the depositions taken and on file in said cause may be opened and published by the clerk or deputy of said court, and be subject to the inspection of parties, to be opened either in presence or absence of solicitors, in open court or in recess. A. FOWLER, *Att'y for Very*,
E. CUMMINS, *Sol. for Levy.*

July 11th, 1849.

Filed 12th July, 1849, and deposition opened accordingly.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

And afterwards, to wit, on the 16th day of July, 1849, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY and Geo. C. Watkins, defendants. } In chancery.

On this day comes the said complainant, by his solicitor, and the

said George C. Watkins, one of said defendants, also comes, in his own proper person, and declares that since the filing of his answer in this cause, he has settled with and obtained satisfaction from said Jonas Levy, of and for that portion of the mortgage debt set up in said answer, due from said Levy to said Watkins, and disclaims having now any further interest or claim in the subject matter of this suit; and thereupon it is agreed, by consent of parties, that this suit be dismissed as to the said George C. Watkins, and it is by the court here adjudged that he have his costs in this behalf expended, to be taxed as other costs, and abide the final decree between the said other parties in this cause.

Proceedings had in vacation, before the clerk, on the 12th day of January, 1850, to wit:

UNITED STATES OF AMERICA,
District of Arkansas.

Before the clerk of the circuit [court] of the United States, for the district of Arkansas, sitting in chancery, on the 12th day of January, 1850, in vacation.

MARTIN VERY, complainant,
vs.
JONAS LEVY and Geo. C. Watkins, defendants.

This day come the said defendant Levy, by E. Cummins, his attorney, who filed the following agreement in writing of the complainant, to wit, "I agree that said Levy may take the deposition of said Barinds, on the annexed and foregoing eight interrogatories, before any judge or justice of the peace of the State of Arkansas, without notice of time and place, to be read in evidence on the hearing of said cause, reserving to said Very the right, on the hearing, or before, to except to the matter of such deposition, and its pertinency to the issue, at any time after the same shall have been published.

A. FOWLER,
Solicitor for said Very.

Little Rock, January 12th, 1850.

Whereupon it is ordered that a commission issue upon said interrogatories, in accordance with said agreement.

Attest: WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

And afterwards, to wit, on the 20th day of April, 1850, the following order was had before the honorable Daniel Ringo, judge, &c., to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.

In chancery.

This day came the parties aforesaid by their solicitors, and on motion, and by consent, it is ordered that the said defendant, Levy, have

leave to open and publish his depositions now on file in this case, which *was* accordingly opened and filed.

Before the clerk of the circuit court of the U. States for the district of Arkansas, sitting in chancery; on the 12th day of January, 1850, in vacation.

UNITED STATES OF AMERICA,
District of Arkansas.

MARTIN VERY, complainant,
vs.
JONAS LEVY and George C. Watkins, defendants.

This day comes the said Levy, by E. Cummins, his attorney, who filed the following agreement in writing of the complainants, to wit:

"I agree that said Levy may take the deposition of said Barinds, on the annexed and foregoing eight interrogatories, before any judge or justice of the peace of the State of Arkansas, without notice of time and place, to be read in evidence on the hearing of said cause, reserving to said Very the right, on the hearing or before, to except to the matter of such deposition and its pertinency to the issue, at any time after the same shall have been published.

Little Rock, January 12th, 1850.

A. FOWLER,
Solicitor for said Very.

Whereupon, it is ordered that a commission issue upon said interrogatories, in accordance with said agreement.

Attest: WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

A true copy from the record.

Attest: WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

UNITED STATES OF AMERICA,
District of Arkansas.

The President of the United States, to any judge or justice of the peace of the State of Arkansas, greeting:

You are hereby required to cause to come before you Edward Barinds, a witness, and him diligently examine on the annexed interrogatories, as well on the part of the plaintiff as of the defendants, in a certain cause now depending on the chancery side of the circuit court of the United States, for the district of Arkansas, wherein Martin Very is complainant, and Jonas Levy and George C. Watkins are defendants; and that you then and there examine him on his corporeal oath, first taken before you on the holy evangelists, and that you reduce his examination to writing; and when you shall have so taken it, that you

send the same, with this dedimus, closed up under your seal, to our said circuit court, at the city of Little Rock, without delay.

In testimony whereof Roger B. Taney, chief justice of the United States, hath caused the seal of said circuit court to be hereunto affixed this 12th day of January, A. D. 1850, and in the 73d year of the independence of the United States.

[SEAL.]

Attest: WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

District of Arkansas, circuit court of the United States for said district.

MARTIN VERY, complainant,
vs.
JONAS LEVY, impleaded with George C. Watkins, def'ts.

Bill to foreclose mortgage.

Interrogatories to be propounded to Edward Barinds, a witness on behalf of said Levy in the above entitled cause, to wit:

1st. Were you acquainted with the parties to this suit, from the year 1841 to this time? If not, when did you become acquainted with them, and how long have you known them?

2d. During the years 1842, 1843, and 1844, where did said Jonas Levy reside? If you do not know his residence for the whole of that time, state what portion of the time you did know his residence, and where it was. Where did you reside during the same period or periods?

3d. From the 1st March, 1843, to last March, 1844, had you any knowledge of the amount, character, and description of the stock of goods, jewelry, &c., which said Levy had, if he had any; where were any such goods; and where and how were they kept? State their value, &c., and the particular rooms, boxes, and other places where such goods may have been kept during the last named period, if you know.

4th. Were any portion, and if so, what was the value and character thereof, of said stock of goods, &c., kept in any other place than in a public store or place of sale. If any such were so kept in any other place than the public store, and not exposed to sale, state if you know the reason thereof, and why they were so kept, and how long they were so kept.

5th. Do you know, of your own knowledge, of any payment in goods, jewelry, &c., or otherwise, made by said Levy on any debts due by him to said Very, through one John S. Davis, agent of said Very, or otherwise? If so, when, in what manner, and to what, and to what amount was such payment made?

6th. Do you know of any arrangements or agreements between said Very or his said agent and Levy, whereby said Very was to accept payment of any debt in goods, jewelry, &c.; and if so, state what you know in respect thereof, and what was done in respect thereof by either of said parties, at the time or afterwards; and state any conversations of the parties in respect thereto, in presence of each other.

7th. Do you know anything of any goods, jewelry, &c., being kept by said Very to fulfil or meet any payment of any debt due by him? And if you know, state all you know in respect thereto; when, where, and amount and value thereof.

8th. If you know any other fact or thing touching said cause, affecting or beneficial to the rights of either party to said cause, please state the same fully.

E. CUMMINS,
Attorney for Levy.

Filed 12th January, 1850.

WM. FIELD, *Clerk*,
By J. T. TRIGG, *D. C.*

DISTRICT OF ARKANSAS.

I, William Field, clerk of the circuit court of the United States, for the district of Arkansas, do hereby certify, that the foregoing interrogatories, from one to eight inclusive, are truly copied from the originals (in the cause therein named) now on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, this 12th day of January, 1850, and the [SEAL.] 73d year of American independence.

WM. FIELD, *Clerk*,
By JOHN T. TRIGG, *D. C.*

The execution of the foregoing writ appears by schedule hereto annexed.

WM. M. BRUCE, *J. P.*

STATE OF ARKANSAS, *county of Clark*.

Be it remembered, that on this twenty-first day of January, A. D. 1850, at the office of Harris Flanagin, in the town of Arkadelphia, in the county of Clark, in the State of Arkansas, and at the hour of seven o'clock in the evening of said day, before me, William M. Bruce, an acting justice of the peace, in and for the county aforesaid, duly commissioned and qualified, in obedience to the annexed writ of dedimus, and interrogatories issued in a certain case wherein Martin Very is complainant, and Jonas Levy and George C. Watkins, defendants, now pending in the circuit court of the United States, for the district of Arkansas, sitting in chancery, came Edward Barinds, to me well known as the witness referred to in the order hereto annexed, a resident of Clark county in the State of Arkansas, who was by me sworn upon the holy evangelists to tell the truth, the whole truth, and nothing but the truth, in response to the annexed interrogatories, responded to the first of said interrogatories as follows, to wit:

I am not acquainted with Martin Very, the complainant; in April, 1841, I became acquainted with Jonas Levy, in Cincinnati, Ohio, and have been acquainted with him from then until now. I visited Little

Rock in August, 1841, also in the summer or fall of 1842, and moved to Arkansas in 1843; I became acquainted with George C. Watkins during my second visit, and have been acquainted with him ever since. I have been intimate with Jonas Levy ever since I came to the State, boarding with him for several months. And the second of said interrogatories being propounded to said witness, he responded as follows, to wit, Jonas Levy resided, during the years 1842, 1843, and 1844, at Little Rock, in the State of Arkansas; I moved to Little Rock in July, 1843, and resided there one and a half years.

And the second of said interrogatories being propounded to said witness, he responded as follows, to wit.

From the first of August, 1843, to the first of March, 1844, I was well acquainted with Jonas Levy and his stock of merchandise, and it consisted of jewelry, watches, and cutlery, and was of the value of at least from six to eight thousand dollars. He kept a portion, the larger portion of his stock, in a room immediately adjoining the dining room, in a brick house, where he then and now resides.

And the fourth of said interrogatories being by me propounded to said witness, he responded as follows, to wit: Some four thousand dollars worth of said merchandise was not kept in a public store, and upon advising said Jonas Levy to dispose of said stock, he said he was retaining them to pay a debt to a man from whom he purchased his dwelling, and that as soon as that was paid, he would sell the balance; they, or a large part of them, were on hand in the spring of 1849.

And the fifth of said interrogatories being propounded to said witness, he responded as follows, to wit: I do not know.

And the sixth of said interrogatories being propounded by me to said witness, he responded as follows, to wit: I do not know any thing. I am not acquainted with Very or John Davis.

And the seventh of said interrogatories being propounded by me to said witness, he responded as follows, to wit: I have responded already to this question.

And the eighth of said interrogatories being propounded by me to said witness, he responded as follows, to wit: I know nothing further touching this matter which can benefit either party; and said witness did not respond further.

EDWARD BARINDS.

STATE OF ARKANSAS, *county of Clark.*

I, William M. Bruce, an acting justice of the peace in and for the county of Clark, do hereby certify, that the above responses were severally made to the interrogatories hereto annexed at the time and place in the caption hereof above mentioned. And the said Edward Barinds was first duly sworn upon the holy evangelists to testify the truth, the whole truth, and nothing but the truth, in said responses; that said responses were by me reduced to writing and signed by said Edward

Barinds. Given under my hand, this 21st day of January, A. D. 1850. WM. M. BRUCE, *J. P.*

Justice's fees, $2 00.

WM. M. BRUCE, *J. P.*

Filed February 6th, 1850.

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

Opened and published, April 20th, 1850.

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

And at a circuit court of the United States for the district aforesaid, continued and holden on the 24th day of April, A. D. 1850, before his honor Daniel Ringo, judge of the district court of the United States for the district of Arkansas, and holding the said circuit court, the following proceedings were had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

This day came the parties by their solicitors, and on motion of the said defendant it is ordered, that he have leave to take the testimony of George C. Watkins to be read as evidence in this case, provided the same does not delay the trial of said cause.

And on the same day the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } Chancery.

This day came the parties by their solicitors, and the said defendant files in this case a letter of John S. Davis, also a copy of letter and other papers of Martin Very, the first letter being the letter referred to in the deposition of John S. Davis to said Levy, and the letter of said Very being the one referred to in the deposition of Woodruff, all filed by consent of parties.

NEW ALBANY, *Feb.* 3, 1844.

DEAR SIR: If you can pay the balance of your note in good silver or gold watches, and good jewelry, at fair prices, say about half of each, or two-thirds watches, you will please notify me of the fact by return mail, and I will send on for them at once. The things you let me have before were too high—at least Mr. Very says so. Let me hear from you. I am, your friend, JOHN S. DAVIS.

Mr. J. LEVY.

(Postmark) New Albany, Ind., Feb. 5.

(Endorsed) Mr. JONAS LEVY, *Jeweler*,
Little Rock, Ark.

Filed April 24, 1850.

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

LITTLE ROCK, ARK., 3*d March*, 1841.

I promise to pay Darwin Lindsley, or order, five years after date, four thousand dollars, with interest at the rate of seven per centum per annum from date until paid, the interest payable quarterly in each year; being the first payment in part for lot number seven, in block number thirty-five, in that part of the city of Little Rock called and known as the original or old town; and provided the said Lindsley will well and truly pay all incumbrances, if any there be, upon said property. In testimony whereof I have hereunto set my hand and affixed my seal. $4,000.

(Signed) JONAS LEVY. [L. S.]

(Endorsed.) I assign the within to Martin Very, for value received. March 25, 1841.

(Signed) JONAS LEVY. [L. S.]

Without recourse on me in any event, I, Martin Very, of New Albany, in the State of Indiana, the assignee and owner of the original writing obligatory, whereof the above and foregoing is a true and correct copy, have transferred and delivered, and do hereby transfer and deliver, to William E. Woodruff, of Little Rock, Arkansas, the said original writing obligatory, and do hereby irrevocably constitute, authorize, and empower said Woodruff, and his legal representative or representatives, as my agent and attorney in fact, beneficially interested, to demand and sue for, recover and receive, the amount of interest and principal due, and to become due, upon said writing obligatory; and to have the use and benefit of so much of the deed of mortgage upon the property therein mentioned, executed by said Levy to said Lindsley, in part to secure the payment thereof; and in and about the recovering and collecting thereof to use my name, and that of my legal representative or representatives, in any act, suit, or proceeding, at law or in equity, that may be proper to enforce the payment thereof; and so to sign, seal, execute, and deliver any receipt, acquittance, or acknowledgment that may be proper in the collection of the same, and generally to do any and every act and thing for the proper use and benefit of him, the said Woodruff, and his legal representatives in the event of his death, in my name and authority, and that of my legal representatives in the event of my death, to and for the collection of the principal and interest due upon the said writing obligatory, and thereon to become due, in as full and ample an effect as if I had formally assigned the same to said Woodruff without recourse on me. All that said Woodruff may do, in and about the collection of the principal and interest of said writing obligatory, is to be done at his own proper costs and charges, and I am not in any event to pay any costs that may accrue in any suit that may be brought for the recovery of the amount of said writing obligatory, or any part thereof, nor the interest thereon, nor any part thereof, nor the costs in any suit whatever growing out of said writing obligatory in any way whatever.

In testimony whereof I have hereto set my hand and seal, at New Albany, Indiana, this the 27th day of August, A. D. 1842.

MARTIN VERY. [SEAL.]

Attest: JOHN S. DAVIS.

STATE OF INDIANA, *Floyd county, ss.*

Be it remembered that the above named Martin Very came this day personally before me, John S. Davis, of New Albany, in said county, notary public, by authority of law duly appointed and qualified, and acknowledged that he did sign, seal, and deliver the foregoing instrument as his act and deed, for the purposes therein specified.

In testimony whereof I have hereunto set my hand, and affixed my notarial seal, at said New Albany, this the 27th day of August, 1842.

JOHN S. DAVIS, *Notary public.*

NEW ALBANY, INDIANA, *August 27th*, 1842.

Mr. W. E. Woodruff, esq., will please credit Mr. Levy with the sum of five hundred and seventy-five dollars, as per moneys handed Mr. Lindsley.

MARTIN VERY.

NEW ALBANY, INDIANA, *October 4th*, 1842.

W. E. WOODRUFF, esq.:

You will find here enclosed the power of attorney you desired; you will also see that it is so worded that you will have no recourse on me in the event that you should fail to make the money out of Levy; and also that I am not to be liable for the costs of the suit or suits that may grow out of the note. This does not lessen your security, so far as Levy is concerned, and you can take any legal measure against Levy, under the power I send you, that you could under the one you forwarded. I hope that you will be able to save yourself from loss, on account of Mr. Lindsley; I have, at least, made considerable sacrifice to save you from losing, and I cannot think that you would desire to have me assign the note in such a way as to make me liable to you on the assignment, or that I should be responsible for the costs that may accrue in any suits that you may bring.

I am, dear sir, your friend, truly,

JOHN S. DAVIS,
For MARTIN VERY.

Post marked, "Oct. 7, New Albany, Indiana."

(Addressed) "WILLIAM E. WOODRUFF, Esq.,
Little Rock, Arkansas."

This is the letter of Very to Woodruff, referred to in the deposition of Wm. E. Woodruff, the whole of which paper is in the handwriting of John S. Davis.

(Endorsed) E. CUMMINS,
Sol. for defendant.

Filed 24th April, 1850.

Attest: WM. FIELD, *Clerk.*

And afterwards, to wit, on the 25th day of April, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

This day came the parties aforesaid by their solicitors, and on motion of the said defendant, it is ordered that John M. Ross be, and he is hereby, appointed a receiver in this case, to take charge of, and safely keep, the property alleged to have been tendered and offered to be brought into court in this suit, and that the said receiver execute bond, with security to the plaintiff in this case, with good and sufficient security, in the sum of five thousand dollars, conditioned to safely keep and deliver and pay over to those entitled to the same, whenever the court shall so order and decree. Whereupon the said John M. Ross tendered here in court his bond as such receiver, with George C. Watkins and E. Cummins, as his securities, and the court deeming the securities to said bond sufficient, the same was received and filed.

Bond.

Know all men by these presents, that we, John M. Ross, as principal, and George C. Watkins and E. Cummins, as securities, are held and firmly bound unto Martin Very, in the penal sum of five thousand dollars. Witness our hands and seals.

The condition of the above obligation is such, that whereas the above bounden John M. Ross was, by the order and decree of the circuit court of the United States for the district of Arkansas, in chancery, appointed and constituted a receiver of that court, to receive, take charge of, safely keep, and deliver, and pay over to those entitled, upon and whenever the said court should so order and decree, certain property, goods, wares, merchandise, jewelry, &c., tendered and offered to be brought into court by Jonas Levy, defendant, in a certain case in chancery therein depending, wherein Martin Very is complainant and said Levy is defendant; and to discharge such other duties as might be required of him in respect to the premises, as such receiver.

Now, if the said John M. Ross shall and will well and faithfully discharge his duties as receiver of said court in respect to the premises, and shall take and keep the said property safely, and surrender and pay the same out in pursuance of the order and decree of said court in respect thereof, and shall discharge all other duties incumbent upon him as such receiver, and obey all the rules and orders of the court in respect to the said property, then this bond to be void, else to remain in full force and virtue.

Witness our hands and seals, this 25th day of April, A. D. 1850.

JOHN M. ROSS, [SEAL.]
GEO. C. WATKINS, [SEAL.]
E. CUMMINS. [SEAL.]

Filed 25th April, 1850.

Attest: WILLIAM FIELD, *Clerk*.

Invoice of jewelry levied upon by B. F. Danley, sheriff of Pulaski county, as the property of Jonas Levy:

15 pair ear-rings, gold
15 breast pins, gold
1 set ear-rings and breast pin (set)
6 pair fine ear-rings
129 breast pins, plated
17 large breast pins (pointed sets with gold borders)
2 cameo breast pins
28 breast pins (pointed sets, gold border)
36 " " (white and colored sets, gold)
334 " " plated
11 " " gold
30 brass watches
100 breast pins, gold plated
30 gilt seals
24 watch keys
17 watch chains
134 breast pins
32 pair ear-rings, plated
18 cigar tooths, silver
3 doz. tooth-picks
3 dirks, silver scabbards
2 cases, knife, pork, and spoon, each
22 doz. gilt pins
5½ " " "
1 lot watches
1 " "

In box No. One.

28 boxes steel pens
41 sugar crushers
215 German silver watch guards
2 gross patent leather buttons
6 doz. brass waist buckles
1 razor and 1 dirk knife
4 cards patent leather vest buttons
3 " " " coat "
2 gross brass watch keys
5 large German silver spoons
17 ivory handled butter knives
11 G. S. " " "
3 doz. tally-ho razors
1 " boxes steel pens
10 desert knives
1 steel fob chain and key
1 doz. gum elastic pant straps
2 " G. S. table spoons

5½ doz. G. S. desert forks
3 cards brassfob chains
10 " breastpins and ear-rings (brass)
4 boxes white hooks and eyes
23 cards G. S. pens and pencils
6 thimbles
33⅓ doz. brass guard chains
1 " bead clasps
1 card ear-rings and breastpin
1 doz. finger rings
1 box breastpins
5 magnifying glasses
1 doz. fine gilt guard chains
23 cards fancy waist buckles

In barrel.

2 bunches pen holders
1 shaving box
14 pocket books, (large size)
6 " " (medium size)
10 " " (small size)
2 doz. tally-ho razors
7 common spectacle cases
2 doz. cards brass watch keys
59 steel fob chains
8 packages suspender buckles
1 doz. G. S. desert knives
2 " common single blade pocket knives
6 common razors without cases
1 box containing 161 breastpins
12 cards brass watch keys
5 pearl handle 4 blade pocket knives
23 G. S. dining forks
1 doz. G. S. desert knives
12 razors with cases
11 fine spectacle cases
1 box containing 72 doz. finger rings
1 box containing 11⅓ dozen breastpins
1 ditto 2 medals
1 ditto 113 breastpins
20 cards pens with holders
20 razors without cases
10 G. S. table spoons
5⅔ dozen G. S. tea ditto
19 pair G. S. sugar tongs
1 dozen gilt chains on cards
1 box containing 226 breastpins

30 brass chains
1 box containing 1 silver pencil, 1 breast pin, and part of gold ear-ring
4 cards 22 pocket knives

Box No. Five.

5 cases jewelry
3 cards steel watch hands
10 cards brass and steel fob chains
5 cards fancy necklace chains
16 cards watch springs
12 cards brass watch keys
40 cards pens and holders
3 dozen tally-ho razors
26 dozen G. S. table spoons
17 largest size table spoons
42 large soup ladles
10 medium size ladles
7 small size ladles
11 superior razors with cases
2 dozen ivory handled desert knives
1 dozen pair of snuffers
1 dozen G. S. butter knives
8 dozen pant straps
2 bundles penholders
28 cards G. S. pens and pencils
15 G. S. desert knives
77 dozen G. S. desert forks
18 cards G. S. pencils
24 dozen G. S. thimbles
85 pocket knives
½ dozen razor strops
5 small steel chains
23 patent leather belts
1 piece buckskin
1 gross steel pens in boxes
8½ dozen G. S. large fish knives
17 boxes percussion caps

Box No. Three.

85 fine red spectacle cases
4 pair bracelets
3 pouches containing papers
1 bundle papers and 1 account book
22 common spectacle cases
62 common penholders

16 razors without cases
2 gross patent leather buttons
2 cards fine pocket knives and 5 pair scissors
2 dozen G. S. castor spoons
3 dozen fine razors
42 common steels
10 extra fine steels
1 dozen ivory handled knives and forks
60 fine waist buckles
3 dozen pant straps
4½ dozen pocket knives
22 pair brass dividers
1 magnifying glass
1 sugar crusher
20 strans gilt beads
13 pair wire bracelets
4 dozen G. S. tea spoons
20 cards G. S. pencils
98 boxes jewelry, ear-rings, breast pins, assorted
31 extra fine pocket knives
8 pair scissors
3 dozen G. S. table spoons, (extra size)
7 cases jewelry
2 bunches jewelry, (crosses)
1 box percussion caps
1 large fish knife
1 desert knife
12 dozen patent leather belts
11 wire guard chains
50 cards G. S. pens and pencils

Box No. Four.

9 boxes wafers
2 packages pant straps
1 accordeon
1 epaulette
4 bunches guard chains
2 packages fob chains
7 razor strops
104 G. S. thimbles
6 cards necklace chains
1 large package guard chains
8 cards waist buckles
3 dozen finger rings
2 G. S. castor spoons
1 pair bracelets
2 pair brass dividers
10 breast pins

14 cards ear-rings
1 card shoe buckles
2 cards beads
1 cigar holder
1 box ear-rings
4 fine pearl handled pocket knives
10 cards watch keys
1 card (4) pocket knives
3 spectacle cases
1 card pens
2 dozen G. S. pens and pencils
1 box percussion caps
1 box steel pens
2 sugar crushers
5 pair spectacles
18 quizzing glasses
1 G. S. tooth-pick
1 small bracelet chain on card
4 bunch small red beads
3 G. S. desert forks
1 G. S. table spoon
5 cases jewelry

Box No. Five.

79 thimbles
3 cards patent leather buttons
4 dozen finger rings
172 breast pins
1 pair bracelets
1 pair ear-rings
1 box breast pins
2 fine razors

Box No. Six.

164 dozen fine rings
37 gross common rings
1 G. S. desert fork
4 G. S. pens and pencils
2 spectacle cases
156 breast pins
2 cards beaded jewelry
1 odd ear ring.
1 card vest buttons
1 ready reckoner

Show case No. One.

11 common purses
17 razors in cases

1 razor strop
6 spectacle cases
5 pocket ink stands
52 G. S. tea spoons
9 G. S. table spoons
4 G. S. castor spoons
3 cards brass watch keys
4 cards G. S. pens and pencils
3 imitation fruits
17 steel fob chains
1 bunch beads
1 brass guard chain
2 fine necklace chains
1 card beads
1 fine gilt bead chain
1 stran wax beads
2 cards pens
1 card fine pearl handled pocket knives, (2)
2 boxes wafers
1 spy glass and case
1 case for spy glass
9 fine waist buckles
17 pair wooden pocket combs
1 pocket compass
8 pocket knives
86 breast pins
3 tooth brushes
2 fine brass fob chains
15 penholders
6 cedar pencils
64 watch seals
31 thimbles
2 pair snuffers
5 pair cloak clasps
1 watch, (incomplete)
1 fine lancet
2 ivory handled G. S. desert knives
1 box containing 3 pair scissors and 1 pair brass dividers
1 pair G. S. spectacles
2 pair tortoise spectacles
5 toys
1 G. S. tooth pick
2 boxes black hooks and eyes
2 cards buttons
1 tuck comb
146 finger rings
1 set silver gilt ear rings and breast pin
3 loose watch keys

1 brass medal
3 boxes gilt ear rings and breast pins
5 sets ear rings
1 bracelet
21 brass tubes.

Box No. Seven.

1 bunch wire guard chains
21 pair G. S. spectacles
16 steels
6 large Wilson's butcher knives
6 medium Wilson's butcher knives
7 small Wilson's butcher knives
4 carving knives and forks
12 dozen patent leather belts
2 dozen large G. S. ladles
8 large G. S. fish knives
2¼ dozen ivory handled desert knives.
4 pair wool cards
1 case desert knife, fork, and spoon
19 G. S. table spoons
3 dozen G. S. tea spoons
1 dozen thumb lancets
7 packages pocket knives
5 packages bracelets
1 package G. S. guard chains
2 packages brass fob chains
2 packages steel fob chains
1 gross martingale hooks
37 packages patent leather buttons
36 dozen waist buckles
3 dozen ivory handled desert knives
1 package knives and forks
4 gross brass watch keys
9 spectacle cases
1 package G. S. pencils
1 card pocket knives
2 butter knives
81⅓ dozen thimbles
1 fob chain on card
1 pox pencil points
1 card steel pens
1 pair pant straps
16 large packages and 70 small boxes (loose) jewelry, assorted

Box No. Eight.

230 gross patent leather buttons, assorted sizes
4 castors
232 boxes jewelry, assorted.

Box No. Nine.

10 pen holders
32 gross patent leather buttons
73 small boxes jewelry, (breast pins)
5 packages G. S. pens and pencils
1½ dozen necklace chains
2 dozen desert knives
10 large packages small boxes jewelry, (assorted)
1 bundle sugar crushers
26 dozen patent leather belts
20 bundles pant straps
5 pair bracelets
17 packages tally-ho razors
8 packages common razors
2 packages steels
9 packages common pocket knives
19 packages waist buckles
3 cards pearl handled pocket knives
1 package six-inch rules
4 pair snuffers
1 package bead medals
2 dozen brass thimbles
91 do. G. S. do.
1 cut glass seal
2 packages steel fob chains
1 do. brass do. do.

Box No. Ten.

115 packages patent leather buttons
1½ pair bracelets

Show case No. Two.

1 accordeon
1 pair tailor's shears
2 pistols
1 box black cord
193 breast pins
14 dozen boxes white hooks and eyes
1 case, containing desert knife, fork, and spoon
11 cards fancy breastpins
1 box tapers
19 waist buckles
81 G. S. pencils
4 spools purse silk
2 sets purse rings
1 " " tassels
1 fine gilt bead necklace
1 bunch black beads

2 bunches amber beads
11 pair ear-rings
1 G. S. fish knife
9 cigar holders
2 pair white silk gloves
1 Spanish dirk
1 hunchback whistle
2 silver medals
3 magnifying glasses
1 brass locket
1 dozen G. S. desert forks
1 fine necklace chain
22 fine spectacle cases
2 toy whistles
1 box wafers
1 box steel pens
28 pair tortoise spectacles
2 razors with cases
2 do. common
5 pocket books
16 pair iron spectacles
3 money purses
1 opera glass
1 mourning necklace
1 pair bracelets
1 box P. caps
1 spy glass and case
29 pocket knives
1 pair snuffers
41 pen holders
1 6-inch rule
3 patent leather belts
2 fine stamps
1 ounce whalebone
32 G. S. thimbles
3 pair curtain holders
1 case finger rings
17 packs playing cards
2½ dozen G. S. tea spoons
66 strans imitation coral beads
8 G. S. tablespoons
2 steel fob chains
1 paper paints and brushes
1 large package mainsprings, for watches
1 lot fiddle strings
3 dozen boxes pencil points

In the iron safe.

In case No. 1.—80 breastpins
3 gold pencils
6 silver thimbles
In case No. 2.—20 watches
In case No. 3.—65 breast pins
1 dozen gold pens with silver cases
In case No. 4.—18 pair ear-rings
8 breastpins
4 pair ear bobs
1 " studs
1 box watch keys
1 small case common rings
In case No. 5.—102 fine rings
2 pair ear-rings
1 set sleeve buttons
1 breastpin
1 watch holder
24 " keys
3 " " and chains, (common)
2 " " do. (gold)
1 " seal
1 silver pencil
1 clasp
6 pair gold ear-rings
In case No. 6.—55 breastpins
1 pair gold clasps
6 fine gold studs
4 quizzing glasses
1 card necklace chains
In case No. 7.—68 breastpins
4 cigar holders
In case No. 8.—3 papers pens
½ dozen brass guard chains
3 G. S. guard chains
4 common brass do.
1 stran black beads
6 pair ear-rings and breastpins
1 card clasps
8 breastpins
5 quizzing glasses
1 fine waist buckle
1 silver snuff box
1 set black studs
8 thumb lancets
43 finger rings
2 music boxes
21 pair silver spectacles

Four small cases, containing 154 fine rings
2 sets silver plated liquor stands
5 " " " cruet "

LITTLE ROCK, *Arks.*, *April* 25, 1850.

I, John M. Ross, as receiver, appointed by the circuit court of the United States, for the Arkansas district, in the case therein depending of Martin Very vs. Jonas Levy, have received into my custody, and now have, various articles of merchandise, jewelry, &c.; a general description whereof, and of the value, is contained in the preceding inventory and the annexed affidavit of John Kirk.

JOHN M. ROSS, *Receiver*.

LITTLE ROCK, *Arks.*, *April* 25, 1850.

I, John Kirk, a jeweller, in the city of Little Rock, Arkansas, have examined a lot of goods, jewelry, &c., consisting of various articles usually kept in jeweller's stores, this day placed by Jonas Levy in the hands of John M. Ross, appointed receiver in the United States circuit court for this district; and I do state the said goods, jewelry, &c., are worth in value, at present current prices, at least three thousand four hundred dollars; and I have no doubt upon a careful examination they would be found to be worth much more; and I further state, that most of said goods and articles have depreciated at least 25 per cent. in value since 1843, 1844; an inventory of which property is hereto annexed, containing a general description of the various kinds of said property.

JOHN KIRK.

Subscribed and sworn to in open court, this 25 day of April, 1850.

Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

(*Endorsed.*)

Filed 25th April, 1850.

Attest: WM. FIELD, *Clerk*.

UNITED STATES OF AMERICA,
District of Arkansas, *sct.*

April term, 1850. (24th April.)

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

This day came the parties, by their solicitors, and on motion of the said defendant it is ordered that he have leave to take the testimony of George C. Watkins, to be read as evidence in this case, provided the same does not delay the trial of said cause.

A true copy from the record.

Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

UNITED STATES OF AMERICA,
District of Arkansas.

The President of the United States of America, to any judge or justice of the peace of the United States.

You are hereby commanded to cause to come before you George C. Watkins, and him diligently examine on the interrogatories hereto annexed, as well on the part of the plaintiff as of the defendant, in a certain suit now pending in our said circuit court, in which Martin Very is plaintiff and Jonas Levy is defendant; and that you there examine him upon his corporal oath, first taken before you upon the holy evangelists, and that you reduce his examination to writing; and, when you shall have so taken it, that you send the same, with this dedimus, closed up under your seal, to our said circuit court without delay.

In testimony whereof Roger B. Taney, esq., chief justice of the United States, hath caused the seal of said circuit court to be [SEAL.] hereunto affixed, this 24th day of April, A. D. 1850, and of the American independence the 75th year.

Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

Interrogatories to be propounded to George C. Watkins.

Are you acquainted with the property sold by Darwin Lindsley, in the city of Little Rock, to Jonas Levy? If so, state its value at the time of the sales, and at the periods since, and what it would have sold for at public vendue.

What other property had or has Levy, and the value?

What was the understanding and agreement between Levy and Lindsley as to the mode of payment for said property?

Was there any inducement held out in the mode of payment to giving a higher price for the property; and if so, what?

E. CUMMINS,
Solicitor for Very.

UNITED STATES OF AMERICA,
District of Arkansas, ct.

I, William Field, clerk of the circuit court of the United States, within and for the district of Arkansas, do hereby certify, that the above and foregoing, from number one to five inclusive, are true copies from the original interrogatories now on file in my office, in the cause mentioned in the caption thereof.

In testimony whereof I have hereunto set my hand as clerk, and affixed the seal of said circuit court, this 24th day of April, [SEAL.] A. D. 1850, and in the 75th year of our independence.

Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

To the first question I answer: I am.

To the second question I answer: When sold by Lindsley to Levy the property was not, in my judgment, worth more than five thousand dollars. Property in Little Rock continued to depreciate from the time of the sale. In 1843, and from that time to 1849, the property in question would not, I think, have been sold for more than $2,500; at some periods of depression, it would not have sold for cash for more than $1,500 or $2,000.

To the third question I answer: I know of no other property of consequence (except household furniture) that said Levy ever has had since he has been in Little Rock, besides lot 7, in block 35, in question, except a stock of jewelry, plated ware, &c., his occupation being that of a silversmith and jeweller.

To the fourth and fifth questions I answer: That I drew up the papers respecting the sale from Lindsley to Levy of lot 7, in block 35, in question, as the agent of both parties; on my preparing them according to their instructions, having myself nothing to do with the contract or the terms of it. After such a lapse of time, I can only testify as to impressions left on my mind; I know that the property in question would not have been sold, or rather I should say not worth $8,000, unless according to the Arkansas money standard, according to which property was then estimated, approaching to the inflated standard of 1836. My impression is, that Levy expected to pay for this property, in whole or in part, in Arkansas money, or in bank assumptions. Lindsley was then indebted some $4,000 to the bank at Little [Rock,] and one object he had in selling was to pay the bank. This I know; but whether there was any agreement between Lindsley and Levy in regard to the mode of payment, or that it might be taken out in part in jewelry, I have no distinct recollection of anything said by Lindsley that would enable me to testify that such was the agreement or understanding between them, though my impression is clear that such was the understanding on the part of Levy.

GEO. C. WATKINS.

Subscribed and sworn to in open court, this 26th day of April, 1850.

Attest: WM. FIELD, *Clerk*.

(Endorsed)

Filed April 25th, 1850.

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

And afterwards, to wit, on the 26th day of April, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

And now on this day came the parties aforesaid, by their solicitors, and the said complainant, by his solicitor, filed his exceptions to the

entire deposition of George C. Watkins, and to parts of the depositions of William E. Woodruff and Edward Barinds, taken on the part of the defendant in this case. And this cause coming on for final hearing upon the bill, amended bill, answers, replications, and exceptions to the testimony, the same was argued by counsel, submitted to the court, and taken under advisement.

In the circuit court of the United States, for the district of Arkansas, April term, A. D. 1850.

MARTIN VERY, complainant, vs. JONAS LEVY, defendant. } In chancery.

And the said complainant, by his solicitor, comes and excepts to the entire deposition of George C. Watkins, and parts of the depositions of William E. Woodruff and Edward Barinds, taken on the part of the said defendant, and prays that the same, or the parts thereof so excepted to by the said complainant, may be suppressed.

1st exception. That neither one day's notice, nor ten days' notice, was given to the said complainant, prior to suing out a commission to take the deposition of the said George C. [Watkins,] upon interrogatories filed, &c., as required by the 57th rule of practice prescribed for the courts of equity of the United States by the Supreme Court of the United States.

2d. exception. No commissioner was named by the court for the taking of such deposition, nor does it appear that the same was taken by any commissioner, according to said 57th rule.

3d exception. Said deposition of the said George C., was taken more than three months after this cause was at issue, without any enlargement of time, in violation of the 57th rule of practice so prescribed.

4th exception. The second interrogatory propounded to the said George C., and his answer thereto, are wholly impertinent, irrelevant, and immaterial to the issue joined in said cause.

5th exception. The third interrogatory propounded to the said George C., and his answer thereto, are wholly immaterial, irrelevant, and impertinent to the issue joined in the cause.

6th exception. The fourth and fifth interrogatories propounded to the said George C., and his answers thereto, are wholly irrelevant, immaterial, and impertinent to the issue in said cause.

7th exception. So much of the response of the said George C. to the fourth and fifth interrogatories propounded to him, as relates to his impressions, and as to what he may have supposed said Levy expected to make payment in, or in what manner, or as to said Levy's supposed object, &c., without detailing the facts and circumstances upon which impressions, &c., are founded, is utterly incompetent as evidence.

8th exception. So much of the deposition of the said Edward Barinds, contained in his response to the said fourth interrogatory propounded to him, as details what the said defendant Levy said to him, the said Barinds, is utterly incompetent as evidence.

9th exception. So much of the deposition of the said William E. Woodruff, as is contained in the addition thereto, below his first signature and above his second signature thereto, which attempts to establish the fact that the said John S. Davis was the general agent of the said Martin Very, by reference to supposed letters in writing to establish such agency, without producing such letters, or showing any sufficient legal reason why they were not produced, is utterly illegal and incompetent evidence.

A. FOWLER,
Sol. for complainant.

(Endorsed)—Filed 26th April, 1850.

WM. FIELD, *Clerk.*

And afterwards, to wit, on the 15th day of July, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant.
} In chancery.

And now on this day come the parties aforesaid, by their solicitors, and the court being now sufficiently advised what order to make upon the exceptions filed by the complainant on the 26th day of April last, to certain testimony taken on the part of the defendant Levy, in this cause; and being satisfied that the said deposition of George C. Watkins was taken without sufficient notice to the adverse party, and without the said interrogatories to be answered by said witness having been filed ten days previous to the suing out of the said commissioner, by virtue of which the said deposition was taken, doth therefore sustain the said first exception thereto, and therefore suppress the said deposition of George C. Watkins.

And being satisfied that the matters stated and deposed to by Edward Barinds, in so much of his said deposition as is objected to by the eighth of said exceptions, ought to be regarded as part of the res gestæ of the matter or transaction; about which he was interrogated, and then testifying, and, under the circumstances of this case, is competent testimony for said defendant; and therefore the court doth overrule said exception.

And being satisfied that so much of the testimony of said William E. Woodruff, as is objected to by the said ninth exception is incompetent, because the facts, so deposed to by said witness, are, if true, evidenced by letters, documents, and writings of the said complainant Very and said Davis, then in the possession of the said witness, which constitute evidence thereof against Very of higher grade than the opinions of said witness, based upon, or his deductions or inferences drawn from them; and therefore said ninth exception is well taken, and so much of the testimony of said witness as is embraced therein must be and is hereby suppressed.

And afterwards, to wit, on the 15th day of July, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

And now, on this day, came the parties aforesaid, by their solicitors, and this cause came on to be heard at this term, on the original and amended bills, answers thereto, replications, exhibits, and depositions, and was argued by counsel; and thereupon, and upon consideration thereof, it is ordered, adjudged, and decreed as follows, to wit: That, by his agreement, bearing date on the 3d day of March, 1843, made by his agent and attorney in fact, John S. Davis, with said defendant, whereby he agreed to receive in goods, such as jewelry, &c., the balance unpaid on the obligation and mortgage of the defendant, assigned to him by Darwin Lindsley, to be delivered to him or any agent of his at Little Rock, Arkansas, at reasonable prices at said Little Rock, to be called for within twelve months from the date of said agreement, as also by the subsequent conduct of himself and his said agent in the premises, the said complainant become bound in equity, to accept and receive of said defendant, in satisfaction of the unpaid residue of the demand now in controversy, goods such as are mentioned in or contemplated and embraced by said agreement, if said defendant had such goods at his residence, store, or place of doing business, at Little Rock, Arkansas, for that purpose, ready to be delivered to said complainant, or any agent of his, at reasonable prices, at said place, within one year from the date of said agreement; and that, under the circumstances shown, the complainant is precluded or estopped in equity from repudiating the act of his said agent in making said agreement to the prejudice and injury of the defendant. And it appearing to the court to be well and sufficiently proven by the testimony in this cause, that the said defendant did, within twelve months from the date of said agreement of March 3d, 1843, have and set apart at his residence and place of doing business, at Little Rock aforesaid, in pursuance of said agreement, for the satisfaction of the unpaid residue of said obligation and mortgage, a large amount of goods, jewelry, &c., such as is mentioned in and contemplated by said agreement, ready to be delivered to the complainant according to the stipulations of said contract, and thenceforward has had and kept the same for this purpose, at the place aforesaid, until they were at the present term placed by the defendant in the custody of a receiver, for this purpose appointed by this court to receive and hold the same, subject to the order or decree of the court to be made in this suit; but the proof in respect to the value of the goods so held and set apart by said defendant for the satisfaction of the residue of said demand, and now in the custody of said receiver, and held by him for this purpose as aforesaid, failing to establish the value thereof to the satisfaction of the court:

Therefore the court doth further order, adjudge, and decree, that an account be taken and stated, showing the amount of the principal and

also the amount of interest accrued, which remained unsatisfied on the 3d day of March, 1844, upon the said obligation or note of said defendant, bearing date March 3d, 1841, and payable six years after date to Darwin Lindsley, mentioned in the mortgage deed of said defendant to said Lindsley, bearing date March 4th, 1841, made and given as well to secure the payment of this demand as for other purposes, and assigned by said Lindsley to said complainant, after subtracting therefrom the several amounts endorsed as credits on said bond, as stated in the bill and admitted in the answer thereto, and the aggregate thereof unpaid on said day. And also, that an inventory and account be taken of the goods so placed by the defendant in the custody of John M. Ross, the receiver, for this purpose appointed by this court, showing the reasonable price or value of each and every particular, or article, or of the particular articles of each class of such goods, at Little Rock, in the State of Arkansas, on the said 3d day of March, 1844, upon a sale of such amount made at one time and to one purchaser, and the aggregate value thereof at the day and place aforesaid; and that for the purpose of ascertaining such value thereof, any competent testimony may be heard and taken by the master in respect thereof, and the value thereof being so ascertained, that the master strike a balance between the aggregates aforesaid, and report to this court at as early a day as practicable. And for the purpose of taking and stating such account, Luke E. Barber is hereby appointed a master in chancery, and every other question is reserved until the coming in of the report of such master.

And afterwards, to wit, on the 29th of July, 1850, the following proceeding was had, to wit:

MARTIN VERY, complainant, vs. JONAS LEVY, defendant. } In chancery.

Ordered, that the report of the master in this case, by him brought into this court, be received; and the parties, by their respective solicitors, now here in open court, waiving the time granted by the rules of practice in such case for the filing of exceptions to the master's report, and declining to file exceptions thereto, thereupon it is further ordered, that the said report of the master be, and the same is, now filed and in all things confirmed.

Master's report.

In the circuit court of the United States, for the district of Arkansas.

MARTIN VERY vs. JONAS LEVY. } In chancery.

Jonas Levy in account with Martin Very.

To amount of debt secured by mortgage, dated 4th March, 1841, bearing interest at 7 per cent. from 3d March, 1841 - - - - - - - - - -	$4,000 00
Interest to 15th March, 1841 - - - - - - -	9 33
	$4,009 33

Then paid as charged in bill and admitted in answer -	550 00
	$3,459 33
Interest on balance to 29th January, 1842, in quarterly payments - - - - - - - - - -	214 90
	$3,674 23
Then paid as charged and admitted - - - - -	181 12
	$3,493 11
Interest to 3d March, 1843, in quarterly payments - -	276 72
	$3,769 83
Then paid as charged in bill and admitted - - -	1,898 25
	$1,871 58
Interest to 3d March, 1844 - - - - - - -	131 01
	$2,002 59
Amount of principal unsatisfied on 3d March, 1844 - -	$1,871 58
Amount of interest theron unsatisfied on 3d March, 1844 -	131 01
Aggregate of principal and interest due 3d March, 1844 -	$2,002 59
Aggregate value of the goods, &c., in the hands of receiver, as per inventory, herewith returned - - - - -	5,776 99
Balance, being an excess of goods, &c., in hands of receiver over the balance of debt and interest - - - - -	$3,774 40

Spa.

The President of the United States of America, to the marshal of the Arkansas district, greeting:

You are hereby commanded to summon John Kirk and Marcus Dotter, to appear before Luke E. Barber, master in chancery, appointed by our circuit court of the United States of America, in and for the district of Arkansas, at the State Bank in Little Rock, on the 16th day of July instant, at 2 o'clock, to testify and the truth to say in behalf of Jonas Levy, in a matter of controversy in our said court depending, and referred to said master in chancery, between Martin Very, plaintiff, and Jonas Levy, defendant, and this they shall in no wise omit; and have you then there this writ.

In testimony whereof, Roger B. Taney, chief justice of the United States, hath caused the seal of said court to be hereunto affixed, this 16th day of July, A. D. 1850, and in the 75th year of our independence.

[L. s.]

Attest: WILLIAM FIELD, *Clerk*,
By R. SEARCY, *D. C.*

I certify that I have executed the within writ by reading the same to and in the presence of the within named Marcus Dotter and John Kirk, at the city of Little Rock, this 16th day of July, 1850.

LUTHER CHASE,
United States Marshal.

Fees—Service	. .	$1 00
Mileage	. .	10
		$1 10

Filed 17th day of July, 1850.
Attest: WILLIAM FIELD, *Clerk*,
By R. SEARCY, *D. C.*

The undersigned, appointed master in chancery in said cause, by order of court of the 15th day of July, A. D. 1850, respectfully reports that, in obedience to said order, he has taken an inventory of said goods, &c., in the hands of the receiver, ascertaining their value, at the time and in the manner in said order directed, by witnesses duly sworn to appraise the same; which value amounted to the sum of $5,776$\frac{99}{100}$, as appears by the inventory herewith returned. That he has taken and stated an account, showing an amount of principal and interest of the debt in said mortgage remaining unsatisfied on the 3d day of March, 1844, as by the said order of court he was directed, and ascertains the amount of principal unsatisfied on that day to be $1,871$\frac{48}{100}$, the amount of interest then unpaid to be 131\frac{1}{100}$, and the aggregate thereof to be $2,002$\frac{52}{100}$, as appears by the preceding account. That he has struck a balance between the aggregate of principal and interest of the debt, and the aggregate of the appraised value of the goods, and finds that the appraised value of the goods in the hands of the receiver exceeds the said aggregate of the debt by $3,774$\frac{47}{100}$.

All which is respectfully submitted.

L. E. BARBER, *Master, &c.*

Expenses.

To Marcus Dotter, a witness, 3 days attendance,	*a*	$1 25	. $3 75
To John Kirk do do do	*a*	1 25	. 3 75
To L. E. Barber, master in chancery, 4 days		3 00	. 12 00

L. E. BARBER, *Master.*

(Endorsed.) Filed July 29, 1850.
Attest: WILLIAM FIELD, *Clerk*,
By R. SEARCY, *D. C.*

MARTIN VERY
vs.
JONAS LEVY.

In the circuit court of the United States, for the district of Arkansas.

On the chancery side thereof.

An inventory and account of certain goods, placed by the defendant,

Levy, in the custody of John M. Ross, receiver appointed by said court; showing the reasonable price or value of each and every particular article, or the particular articles of each class, at Little Rock, Arkansas, on the 3d day of March, 1844, upon a sale thereof, at one time and to one purchaser, as ascertained upon the testimony of Marcus Dotter and John Kirk, witnesses summoned at the request of said defendant, Levy, and who were duly sworn before Luke E. Barber, master in chancery, well and truly to appraise and value the said goods, as upon a sale thereof on the 3d day of March, 1844, to one person, and true evidence to give in the premises, on the 16th, 17th, and 19th July, 1850, viz:

15	pair ear-rings and breast pins, a $10 per set - - - -	$150 00
1	set do do jet - - - - -	8 00
6	pair fine gold ear-rings, a $4 pair - - - - -	24 00
129	plated breast pins, 10½ dozen, a $4 per dozen - - - -	43 00
17	large breast pins, (pointed sets with gold borders,) a $1 25 each -	21 25
2	cameos, a $2 50 each, $5; 28 breast pins, a $15 per dozen, $35 -	40 00
38	breast pins, a $1 50 ea., $57; 334 plated breast pins, a $2 50 ea., $83 50	140 50
11	gold breast pins, a $1 25 each, $13 75; 30 brass watches, a $2 each, $50	73 75
834	plated breast pins, $6 per doz., $167; 30 gilt seals, a $1 50 per doz., $3 75	170 75
24	watch keys, a 25 cents each, $6; 17 keys and chains, a $1 each, $17 -	23 00
129	plated breast pins, a 80c., $64 50; 35 pr. plated ear-rings, 75c. ea., $26 25	90 75
18	cigar tooths, silver, a $1 each, $18; 3 dozen tooth picks, silver, $2 25 per dozen, $6 75 - - - - - - - -	24 75
3	dirks, silver scabbard, a $3 each, $9; 2 cases knife, fork, and spoon, a $1 50, $3 - - - - - - - -	12 00
6	dozen and 1 gilt pins, a $3 dozen, $18 25; 2 dozen gilt pins, a $6, $12	30 25
1	lot of lunette glasses, say 125 dozen, a 75 cents per dozen - -	93 75
1	do do 187 do a 25 do - -	46 75
9	boxes wafers, 10c. 90c.; 2 packages pant straps a 1 00 each, 2 00 -	2 90
		$995 40
1	accordeon 25 cents; 1 epaulette 50 cents - - - - -	75
4	bunches guard chains a 1 00, $4 00; 2 packages fob chains, 1 each, $2 00	6 00
7	razor strops, 75; 109 G. S. thimbles a 50 cents doz., 4 24 - -	5 29
6	cards necklace chains a 1 00, 6 dollars; 1 large package guard chains, 1 00	7 00
8	cards waist buckles a 50 cents, 4 00; 3 dozen finger rings a 50 cents, 1 50	5 50
2	G. S. castor spoons, 25; 1 pair bracelets, 50 - - - -	75
2	pair brass dividers a 25 cents, 50; 10 breastpins, 50 - - -	1 00
14	cards ear-rings a 12½, 1 75; 1 card shoe-buckles, 10 - - -	1 85
2	cards beads a 10, 20; 1 cigar holder, 1 00 - - - -	1 20
1	box ear-rings, 50; 4 pearl handle pocket knives, 50, 2 00 - -	2 50
10	cards watch chains a 10 cents, 1 00; 1 card (4) pocket knives, 50 cts., 2	3 00
3	spectacle cases a 10 cents, 30; 1 card pens, 10 - - - -	40
2	dozen G. S. pens and pencils a 2 00, 4 dols.; 1 box percussion caps, 25	4 25
1	box steel pens, 3 00; 2 sugar crushers a 50 cents, 1 00 - - -	4 00
5	pair spectacles a 25 cents, 1 25; 17 quizzing glasses, (common,) $1, 17 00	18 25
1	G. S. tooth pick, 00; 1 bunch small red beads, 10 - - -	10
3	G. S. desert forks, 25 cents, 75; 1 G. S. tablespoon, 25 - -	1 00
5	cases gilt jewelry, 75 cents, 3 75; 12 cards pens and pencils a 1 25, 15 00	18 75
7	gilt buckles a 10, 70; 1 string beads, (rosary,) 50 - - -	1 20
133	gold rings (in cases) a $2, $266; 20 gilt rings, (case,) 12½, 2 50 -	268 50
51	pair ear-rings, in paper box, a 75, 38 25; 1 case, G. S. knife, fork, and spoon, 1 50 - - - - - - - -	39 75
180	breastpins, in paper box, 25, 40 00; 44 plated finger rings, 12½, 5 50 -	45 50
21	silver spectacles a 1 25, 26 25; 64 plated watch seals a 75, 48 00 -	74 25
3	pair silver ear-rings, $1 00, $2 50, and $2 00 - - - -	5 50

STATEMENT—Continued.

1	waist buckle, 1 50; 5 quizzing glasses @ 2 50, $12 50 - - -	$14 00
5	guilt guard chains @ 10, 50; 3 G. S. guilt guard chains @ 25, 75 -	1 25
1	gold pin, 2 00; 1 pair jet ear-rings, 3 00 - - - -	5 00
½	dozen gold snaps @ 37½ each, 2 25; 7 breast pins @ 25 each, 1 75 -	4 00
4	breastpins @ 10, 40; 3 gilt guards @ 25, 75 - - - -	1 15
8	thumb lancets @ 75, 6 00; 3 cases pens, pencils, and holders, @ 30, 90 -	6 90
2	music boxes @ 3 50, 7 00; 1 breastpin, stud, and pens, 1 lot, 50 - -	7 50
1	silver snuff box, 2 50; 1 gold dice box, 4 00 - - - -	6 50
6	silver watches @ $8 each, 48 00; 3 watches @ 10 each, 30 - -	78 00
20	watches, viz., 1 brass watch $2 00; 8 silver do. @ $5, 40 00 - -	42 00
		$1,577 90
1	gold repeater, 25 00 dollars; 1 without back, 3 00 - - -	28 00
20	gold rings @ 30 cents, 24 00; 8 broad do. @ 75 each, 6 00 - -	30 00
32	gold rins @ 1 25, 40 00; 1 set gold sleeve buttons, 2 50 - - -	42 50
1	watch hook, 2 00; 2 pair ear-rings @ 1 25 each, 2 50 - - -	4 50
1	gold pearl pen, 1 50; 2 gold clasps @ 50, 1 00 - - - -	2 50
6	pair gold wire ear-rings @ 37½, $2 25; 2 gold watch seals and chains @ 3 00, 6 00 - - - - - - - - -	8 25
18	plated watch keys @ 50 cents, 9 00; 1 gold key 1 25 - - -	10 25
1	gold chain hook, 2 00; 1 gold seal, 3 00 - - - - -	5 00
3	gold keys with chains @ 1 50, 4 50; 6 keys @ 25 each, 1 50 - -	6 00
4	quizzing glasses @ 5 00, 20 00; 1 do. do. 2 50 - - -	22 50
1	gilt chain, 1 00; 11 gold breastpins @ 1 50, 16 50 - - -	17 50
2	gold clasps @ 50 each, 1 00; 1 set gold studs, 1 25 - - -	2 25
2	plain studs, 1 50; 16 plated breastpins @ 75 each, 12 00 - -	13 50
18	plated breastpins @ 50 each, 9 00; 7 do. do. @ 25 each, 1 75 -	10 75
4	cigar tooths @ 1 00, 4 00; 12 cameo pins @ 1 50, 18 00 - - -	22 00
2	painted gold pins @ 2 00, 4 00; 2 do. do. @ 2 50, 5 00 - -	9 00
40	plated do. @ 75, 30 00; 14 do. do. @ 50, 7 00 - - -	37 00
1	dozen gold pens, silver cases, 18 00; 26 gold breastpins @ 1 50, 39 50 -	57 00
27	plated breastpins @ 75, 19 75; 11 do. do. @ 50, 5 50 - - -	25 75
1	hair pin ; 2 small gold pencils @ 2 50, 5 00 - - - -	5 00
1	large gold pencil, 5 00; 24 gold breastpins @ 1 50 each, 36 00 - -	41 00
46	plated breastpins @ 75, 34 50; 18 plated do. @ 50, 9 00 - -	43 50
6	silver thimbles @ 35, 2 10; 7 pair gold ear-rings @ 5 00, 35 00 - -	37 10
1	pair silver ear-rings and pin, 2 00; 4 common do. @ 1 50, 6 00 -	8 00
3	plated do. with pins @ 2 00, 6 00; 2 do. @ 75, 1 50 -	7 50
3	do. do. do, 50, 1 50; 3 pair gold ear-rings, tops, @ 1 50, 4 50 - - - - - - - -	6 00
1	set studs, 1 00; 1 pair gilt ear-rings, tops, 25 - - - -	1 25
1	box plated finger rings, 1 50; 9 silver tooth picks @ 1 50, 13 50 -	15 00
39	keys @ 12½, 4 87; 1 brass chain 25 - - - - -	5 12
21	brass pocket ink stands @ 25, 5 25; 34 plated breastpins @ 25, 8 50 -	13 75
10	plated breastpins 50, 5 00; 4 gold do. 1 50, 6 00 - - - -	11 00
8	gilt buckles @ 25, 2 00; 4 G. S. pencils 15, 60 - - - -	2 60
2	plated fob chains @ 10, 20; 1 pr. G. S. specks 25 - - - -	45
2	pr. shell spectacles @ 50, 1 00; 5 tooth brushes @ 15, 45 - - -	1 45
		$2,230 96
4½	doz. G. S. teaspoons @ 1 50, 6 75; 3 mustard spoons @ 12½, 37 - -	7 12
8	G. S. table do. @ 2 00, 16 00; 4 cards G. S. pencils @ 50, 2 00 -	18 00
17	breastpins @ 10, 1 70; 4 pair gilt ear-rings @ 50, 2 00 - - -	3 70
3	do. ear-rings, with pink, @ 75, 2 25; 2 5-12 G. S. thimbles, 1 20 -	3 45
1	watch movement 5 00; 5 whistles 10 - - - - -	5 10
17	razors @ 50, 8 50; 11 purses 75, 8 25 - - - - -	16 75
5	pocket ink stands @ 10, 50; 6 spectacle cases @ 10, 60 - - -	1 10
1	pocket spy-glass 75; 1 razor strop 50 - - - - -	1 25
3	pr. scissors @ 25, 75; 2 G. S. butter knives @ 75, 1 50 - - -	2 25

STATEMENT.—Continued.

1	gilt bracelet 25; 2 pocket-books a 37½, 75	$1 00
8	pocket knives a 25, 2 00; 2 pr. snuffers a 25, 50	2 50
1	amber necklace 1 50; 3 gilt buckles a 50, 1 50	3 00
1	string gilt beads 50; 2 gilt chains a 1 00, 2 00	2 50
1	gilt chain 25; 18 steel chains a 10, 1 80	2 05
9	strass glass beads a 5, 45; 2 bunches beads a 20, 40	85
1	card jet beads 25; 2 knives a 25, 50	75
12	dozen brass finger rings a 25, 3 00; 17 pen holders a 1, 17	3 17
6	pencils, black lead, a 5, 30; 3 brass breastpins a 50, 1 50	1 80
5	cloak clasps a 25, 1 25; 3 cards watch keys a 25, 75	2 00
2	boxes wafers a 10, 20; 1 pair ear-rings a 5	25
1	lot wooden combs 10; 1 lot steel pens 30	40
1	lot buttons 25; 1 pr. dividers 25	50
1	set bronze buttons 50, 1 thumb lancet 50	1 00
3	stone lemons a 10, 30; 1 snuff box 10	40
12	dozen brass rings a 25, 3 00; 17 packs playing cards a 15, 2 55	5 55
1	small spy-glass 75; 3 hand mirrors 37½, 1 12½	1 87
1	lot coral beads 1 00; 16 dirk knives a 37½, 6 00	7 00
12	pen knives a 20, 2 40; 1 lot whale-bone 10	2 50
5	pocket-books a 12½, 62; 22 spectacle cases a 10, 2 20	2 82
4	razors a 25, 1 00; 3 purses a 10, 30	1 30
4	spools purse silk a 15, 60; 2½ doz. teaspoons a 75, 1 87	2 47
8	G. S. tablespoons a 2 00, 16 00; 1 doz. G. S. forks 3 50	19 50
1	G. S. fish slice 1 50; 40 pen holders a 1, 40	1 90
		$2,356 76
2	pieces old silver 1 00; 1 box steel brads 25	1 25
1	box steel pens 50; 2 do. percussion caps a 25, 50	1 00
1	rule knife 50; 1 minature locket 75	1 25
1	necklace 10; 1 box wafers 10	20
1	pr. snuffers 50; 1 lot cat-gut 75	1 25
16	pr. spectacles a 20, 3 20; 30 shell do. a 50, 15 00	18 20
58	G. S. pencils a 16⅔, 9 66; 9 silver pencils a 50, 4 50	14 16
1	pair tailor's shears 2 50; 2 pistols a 1 00, 2 00	4 50
1	opera glass 2 50; 1 lot cord 50	3 00
1	accordeon 1 00; 3 belts 12½, 37	1 37
24	doz. main-springs a 3 00, 72 00; 4 doz. G. S. butter knives a 9 00, 36 00	108 00
1	dozen butter knives 9 00; 37 5-12 dozen tablespoons, a 4 00, 109 66	118 66
40	soup ladles a 2 50, 100 00; 10 soup ladles a 1 00, 10 00	110 00
7	do. small, a 75, 5 25; 18 gravy spoons a 75, 13 50	18 75
8	5-12 doz. fish slicers a 1 50 each, 151 50; 37 10-12 dozen desert forks a 4 00 dozen, 151 33	302 83
45	table forks a 7 00 doz., 26 25; 2½ do. butter knives a 9 00, 22 50	48 75
3	11-12 dozen razors a 50 each, 23 50; 6 razor strops a 50, 3 00	26 50
11	pr. snuffers a 75, 8 25; 112 dirk knives a 50, 56 00	64 25
24	dozen G. S. thimbles a 50 dozen, 12 00; 18 dozen G. S. pencils a 2 00, 36 00	48 00
40	cards steel pens a 25, 10 00; 13 dozen main-springs a 2 50, 32 50	42 50
12	doz. brass watch keys a 50, 6 00; 12 cards steel fob-chains a 1 50, 18 00	24 00
2	bunches pen holders a 50, 1 00; 76 boxes steel pens a 50, 38 00	39 00
5	boxes jewelry a 75, 3 75; 4 doz. pair strops a 50, 2 00	5 75
17	boxes percussion caps a 25, 4 25; 5 steel guard chains a 50, 2 50	6 75
1	11-12 dozen leather belts a 2 00, 3 83; 5 ladies' neck chains 1 00, 5 00	8 83
1	piece buck-skin	
349	sets ear-rings and pins a 37½, 128 62; 59 boxes breastpins a 25, 14 75	143 37
288	boxes breastpins a 10, 28 80; 1 box rings 25	29 05
48	cards brass watch keys a 50, 24 00; 75 dozen G. S. thimbles 50, 37 50	61 50
1	pair plated ear-rings 75; 2 10-12 boxes leads 30, 85	1 60
1	paper martingale hooks 75; 9 spectacle cases 10, 90	1 65

STATEMENT.—Continued.

5	dozen G. S. watch chains @ 4 00 per dozen, 20 00; 4 dozen steel do. @ 1 50	$96 00
48	cards steel fob chains @ 50c per card, 24 00; 33 cards brass do. @ 25c, 8 25	32 25
		$3,670 93
36	dozen brass buckles @ 75c, 27 00; 51 pair brass bracelets @ 25c, 12 75	39 75
6	dozen G. S. thimbles @ 2 00, 12 00; 1 5-12 dozen G. S. spoons @ 4 00, 5 66	17 66
3	dozen tea spoons @ 2 00, 6 00; 3 butter knives @ 9 00, 27 00	33 00
9	fish slicers @ 1 50, 13 50; 1 set knives and forks (dinner) 10 00	23 50
1	case knife, fork, and spoon 1 50; 2 G. S. butter knives @ 75c, 1 50	3 00
1	bundle variegated chains 1 00; 11 pocket knives, on card, @ 50, 5 50	6 50
7½	dozen pocket knives @ 25c, 22 50; 1 dozen thumb lancets @ 75c, 9 00	31 50
2 8-12	dozen G. S. butter knives @ 9 00, 24 00; 6 large knives (butcher) @ 75c, 4 50	28 50
6	small knives @ 50c, 3 00; 7 small do. @ 25c, 1 75	4 75
3	carving knives @ 75c, 2 25; 24 G. S. ladles @ 2 50, 60 00	62 25
8	butcher steels, fine, @ 75c, 6 00; 8 table do. @ 25c, 2 00	8 00
12	dozen leather belts @ 2 00, 24 00; 21 spectacles @ 25c, 5 25	29 25
3	pair wool cards @ 25c. 1 00; 36 papers black buttons @ 35c, 12 60	13 60
1	watch chain and key 25c	25
2	liquor stands @ 7 00, 14 00; 2 plated cruit stands @ 9 00, 18 00	32 00
1	plated cruit stand 4 00; 6 do. common @ 2, 12 00	16 00
155	boxes breastpins (1 dozen in box) @ 25c, 38 75; 48 boxes rings @ 25c 12 00	50 75
36	sets ear-rings @ 37½, 13 50; 228 packages paper buttons @ 35c, 79 80	93 30
127	dozen brass buckles @ 75c per dozen, 95 25, 20 dozen razors @ 6 00, 120 00	215 25
6	dozen razors @ 3 00, 18 00; 2 do. butter knives @ 9 00, 18 00	36 00
25	dirk knives @ 6 00, 150 00; 14 rule knives @ 37½, 5 25	155 25
2	cards pearl handled knives @ 6 00, 12 00; 1 bone handled do. 3 00	15 00
18	cards necklace chains @ 1 00, 18 00; 521 breast pins, in boxes, @ 10c 52 10	70 10
11½	dozen ear-rings and pins @ 4 50, 51 00; 72 boxes breast pins @ 25c, $18	69 00
17½	do. pant straps @ 50, 8 75; 23 dozen G. S. pens and pencils @ 2 00 46 00	54 75
24	dozen leather belts @ 2 00, 48 00; 4 pair snuffers @ 75c, 3 00	51 00
4	butcher steels @ 75c, 3 00; 13 table steels @ 25c, 3 25	6 25
10	papers brass crosses @ 25, 2 50; 94 dozen G. S. thimbles @ 50, 45 50	47 75
2	dozen brass thimbles @ 25, 50; 4½ dozen G. S. crushers @ 1 50, 6 75	7 25
5	pair brass bracelets 1 25; 32 packages of buttons 35c, 11 20	12 45
6	gross steel pens @ 50, 3 00; 3 dozen gilt buckles @ 75, 2 25	5 25
28	cards steel W. chains @ 50, 14 00; 11 cards steel do. @ 25, 2 75	16 75
2½	dozen gilt do. @ 1 50, 3 75; 1 do. motto seals 50	2 00
		$4,928 54
31	dozen gilt chains @ 25, 7 75; 17½ dozen G. S. W. do. @ 4½, 78 75	86 50
1	dozen gilt do. 4 50; 3 dozen razors @ 6 00, 18 00	22 50
6	" buckles @ 75, 4 50; 4 hand mirrors @ 25, 1 00	5 50
3½	" sugar crushers @ 1 50, 5 25; 7 pair plated ear-rings @ 75, 5 25	10 50
59-12	gilt buttons @ 75, 4 31; 15 dozen G. S. pencils @ 2 00, 30 00	34 31
3½	" butter knives @ 9 00, 30 00; 4 8-12 dessert forks @ 4 00, 18 66	48 66
1½	" table forks @ 7 00, 8 75; 2 do. table spoons @ 4 00, 8 00	16 75
5	gravy spoons @ 75, 3 75; 2 cards gilt keys @ 50, 1 00	4 75
40	boxes steel pens @ 50, 20 00; 1 steel and 2 gilt chains @ 25, 75	20 75
1	card neck chains 1 00; 1 dozen gilt rings 25	1 25
3	pair ear-rings 37½, 1 12; 2 boxes breast pins @ 25, 50	1 62
3½	papers black buttons 35, 1 22; 1 card pens 37½	1 59

STATEMENT.—Continued.

2	bunches pen holders @ 50, 1 00; 36 cards gilt rings @ 50, 18 00 - -	$19 00
2	dozen razors @ 6 00, 12 00; 1 dozen razors 4 50 - - -	16 50
26	common do. @ 25, 6 50; 2 dozen G. S. butter knives @ 9 00, 18 00 -	24 50
17	pair sugar tongs @ 75, 12 75; 3 1-12 dozen salt and mustard spoons @ 1 50, 5 12 - - - - - - - - -	17 87
2	dozen table forks @ 7 00, 14 00; 10 small leather pocket books @ 5, 50	14 50
14	large pocket books @ 10, 1 40; 6 large do. do. do. @ 10, 60	2 00
2	dozen dirk knives @ 6 00, 12 00; 5 pearl handled knives @ 75, 3 75 -	15 75
22	knives (on cards) @ 50, 11 00; 100 dozen finger rings @ 25, 25 00 -	36 00
38	dozen breast pins (in large boxes) @ 30, 11 40; 10 dozen breast pins @ 3 00, 30 00 - - - - - - - - -	41 40
6	cards breast pins @ 25, 1 50; 1 dozen G. S. small table spoons @ 3, 3 00	4 50
18	spectacle cases @ 10, 1 80; 2 cards steel pens 3 00, 6 00 - -	7 80
8	dozen buckles @ 12½, 1 00; 12 ladies neck chains @ 50, 6 00 - -	7 00
5	bunches steel fob chains @ 50, 2 50; 1 9-12 dozen gilt guard chains @ 27, 43	2 93
1	pair plated ear-ring 1 00; 4 dozen breast pins @ 3 00, 12 00 - -	13 00
6	dozen breastpins, @ 1 50, 9 00; 4 dozen breastpins, 50, 2 00 - -	11 00
256	dozen finger rings @ 25, 64 00: 6½ dozen G. S. thimbles, @ 50, 3 25 -	67 25
2	dozen breastpins @ $3, 6 00; 11 dozen breastpins @ 1 50, 16 50 -	22 50
1	lot buttons, 25; 1 lot brass crosses, 25 - - - - - -	50
1	pair ear-rings, 50; 2 razors @ 50, 1 00 - - - - - -	1 50
25	G. S. pencils @ 2 dollars a dozen, 4 09; 2½ dozen gravy spoons @ 98, 22 50 - - - - - - - - -	26 59
24	pair ear-rings (in boxes,) @ 37½, 8 00; 107 dozen papers buttons @ 37, 37 45 - - - - - - - - -	45 45
		$5,580 69
13	dozen belts at $2, $26; 6 boxes jewelry @ 75, 4 50 - - -	30 50
104	spectacle cases @ 10, 10 40; 36 razors @ 50, 18 00 - - -	28 40
5	dozen buckles @ 75, 3 75; 9 dozen G. S. thimbles @ 2 00, 18 00 -	21 75
49	dirk knives @ 50, 24 50; 3½ dozen table steels @ 3 00, 9 75 - -	34 25
10	butcher steels @ 75, 7 50; 16 razors @ 25, 4 00 - - - -	11 50
8	pair scissors @ 20, 1 60; 21 pair dividers @ 25, 5 25 - - - -	6 85
24	gilt beads @ 10, 2 40; 4 dozen G. S. teaspoons @ 1 50, 6 00 - -	8 40
3	dozen pocket knives @ 4 50, 13 50; 4 doz. mustard spoons @ 1 50, 6 00	19 50
5	pair bracelets @ 25, 1 25; 33 boxes rings @ 25, 8 25 - - -	9 50
1	fish slicer, 1 50; 2 sets white handled knives and forks @ 2 00, 4 00 -	5 50
43	boxes breastpins @ 10, 4 30; 2 dozen pant straps @ 50, 1 50 - -	5 80
1	dozen knives, card, 6 00; 5 pair scissors, (on card,) @ 10, 50 -	6 50
½	dozen G. S. pencils, 1 00; 1 looking-glass, 25 - - - -	1 25
2	bunches beads crosses @ 75, 1 50; 12 pair steel bracelets @ 25, 3 00 -	4 50
1	G. S. butter knife, fork, and sugar crusher - - - -	1 50
6	scissor's guards @ 10 - - - - - - - -	60
	Total amount of value of inventory - - - -	$5,776 99

L. E. BARBER, *Master, &c.*

(Endorsed,)
Filed July 29, 1850.

Attest—

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

And afterwards, to wit, on the second day of August, 1850, the following order was read, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

And now, on this day, came the said defendant, by his solicitor, and upon the confirmation of the master's report, moves the court for an order upon said complainant, (and that service thereof upon his counsel be made sufficient,) to select out of the property in the hands of the receiver for that purpose such portions as he may think proper, of sufficient value to satisfy the balance reported due him by the master; and, in default of such selection, that the master be required to select such portions, upon examining persons upon the subject who are familiar with that species of business, and that the surplus be restored to said defendant, and released from the hands of the receiver, upon paying such costs, &c., as may be ordered to be paid by respondent.

ARKANSAS DISTRICT,
United States circuit court, April 1st, 1850.

MARTIN VERY
vs.
JONAS LEVY.

And now, on this day, comes the said defendant, and upon the confirmation of the master's report, moves the court here for an order upon said complainant, (and that service thereof upon his counsel be made sufficient,) to select out of the property in the hands of the receiver for that purpose, such portions as he may think proper, of sufficient value to satisfy the balance reported due him by the master; and, in default of such selection, that the master be required to select such portions upon examining persons upon the subject who are familiar with that species of business, and that the surplus be restored to said defendant and released from the hands of the receiver, upon paying such costs, &c., as may be ordered to be paid by respondent.

E. CUMMINS,
Sol'r. for defendant.

(Endorsed)
Filed 2d August, 1850.
Attest— WM. FIELD, *Clerk*.

And afterwards, to wit, on the 3d day of August, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } Chancery.

This day came the parties aforesaid, by their solicitors, and argued the motion of the said defendant, heretofore filed, requiring the said complainant to make selection of the articles in the hands of the receiver, or a sufficiency thereof, to satisfy the balance due, as found by the master's report, which motion was submitted to the court, and taken under advisement.

And afterwards, to wit, on the 6th day of August, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant.
} In chancery.

This cause came on at the present term to be further heard, and was argued by counsel; whereupon, it appearing from the report of the master, that there is due, on account of principal and interest, upon the obligation of said defendant held by said complainant, as in the pleadings in this cause mentioned, from the said defendant to said complainant, the sum of two thousand and two dollars and fifty-nine cents; and that the aggregate value of the goods held and kept by said defendant for the satisfaction thereof, and now held by the receiver in this cause, appointed by this court, out of which the said defendant was ready and willing to pay the said debt, on the said third day of March, A. D. 1844, and has ever since then been, and yet is, ready and willing to pay the same, according to the terms of the said contract and agreement between the complainant and defendant, bearing date on the third day of March, 1843, amounts to the sum of five thousand seven hundred and seventy-six dollars and ninety-nine cents, showing an excess in the value of said goods above what is sufficient to satisfy the said demand of said complainant, of thirty-seven hundred and seventy-four dollars and forty cents.

And the said defendant having moved the court for an order upon the said complainant to select and receive out of the goods aforesaid a sufficient amount to satisfy his demand aforesaid, and that the excess or residue thereof be released from the said demand of the complainant, and be restored to said defendant, to be disposed of as he shall think proper, the court doth thereupon further order, adjudge, and decree, that the said complainant is only entitled to take and receive out of the goods aforesaid such as he may select, to the value of said sum of $2,002 $\frac{59}{100}$, in satisfaction and full discharge of his demand and mortgage aforesaid; and that said defendant is entitled to the excess and residue thereof, to take, hold, and dispose of the same, as he shall elect; and that said complainant do proceed to make such selection from said goods, and take and receive the same, according to the terms of his agreement aforesaid, to the said amount of $2,002 $\frac{59}{100}$, at the reasonable value thereof, at Little Rock, in the State of Arkansas, on the third day of March, A. D. 1844, in satisfaction and full discharge of the obligation and mortgage aforesaid, within three days from the time he shall be served with a copy of this order; and it appearing that the said complainant resides without this district, to wit, in the State and district of Indiana, therefore, it is further ordered, that service of the order aforesaid, upon his solicitors of record in this cause, be deemed and taken as a sufficient service thereof on said complainant; and doth further order, adjudge, and decree, that, if the said complainant shall fail or refuse to make such selection, as aforesaid, from said goods, to the value aforesaid, in discharge and full satisfaction of the obligation and mort-

gage aforesaid, within the period of time herein in that behalf prescribed; that this cause then be, upon the happening of such event, referred to the master, heretofore appointed therein, and that he do thereupon, in the stead of said complainant, proceed to select from and out of the goods aforesaid, now in the hands of the receiver, such quantity as shall be fully equal in value to the said sum of $2,002 $\frac{59}{100}$, according to the appraisement thereof, heretofore made by him, or under his direction, and by him returned and filed in this cause on the 29th day of July, 1850, so as to make the stock selected embrace as good a variety of articles as possible for the business and trade of a jeweller or dealer in articles of such description; and that the master take such testimony as may be proper to enable him to make such selection as directed above; and that the master make a report of his proceedings under this order at as early a day as practicable; and every other question is reserved until the coming in of such report, or the court shall be satisfied that the complainant has been satisfied; his said demand by his own selection, as above directed, or otherwise.

Subpœna.

The President of the United States of America, to the marshal of the Arkansas district, greeting;

You are hereby commanded to summon John Kirk and Marcus Dotter, to appear before Luke E. Barber, master in chancery, appointed by the judge of our circuit court of the United States of America, in and for the district of Arkansas, at the banking house of the State Bank, in Little Rock, on Monday morning next, at 8 o'clock, to testify, and the truth to say, in a certain matter referred to [by] said master, in a cause in said court wherein Martin Very is plaintiff, and Jonas Levy is defendant; and this they shall in no wise omit. And have then this writ before said court.

In testimony whereof, Roger B. Taney, chief justice of the United States, hath caused the seal of said court to be hereunto affixed, this 10th day of August, A. D. 1850, and in the 75th year of our independence.

[SEAL.]

Attest:

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

I certify that I executed the within writ of subpœna, by reading the same to and in the hearing of the within named Marcus Dotter and John Kirk, at the city of Little Rock, on the 10th day of August, 1850.

Fees, 2 services - - - - -	$1 00
Mileage - - - - - - -	10
	$1 10

LUTHER CHASE, *U. S. marshal.*

Filed August 12th, 1850.

Attest:

WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

United States circuit court, Arkansas district, April term, 1850. August 6th.

MARTIN VERY, complainant,
vs. } In chancery.
JONAS LEVY, defendant.

This cause came on at the present term to be further heard, and was argued by counsel; whereupon, it appearing from the report of the master, that there is due on account of principal and interest upon the obligation of said defendant held by said complainant, as in the pleadings in this cause mentioned, from the said defendant to said complainant, the sum of two thousand and two dollars and fifty-nine cents; and that the aggregate value of the goods held and kept by said defendant for the satisfaction thereof, and now held by the receiver in this cause, appointed by this court, out of which the said defendant was ready and willing to pay the said debt, on the said third day of March, A. D. 1844, and has ever since then been ready and willing to pay the same, according to the terms of the said contract and agreement between the complainant and defendant, bearing date on the 3rd day of March, 1843, amounts to the sum of five thousand seven hundred and seventy-six dollars and ninety-nine cents; showing an excess in the value of said goods, above what is sufficient to satisfy the said demand of said complainant, of thirty-seven hundred and seventy-four dollars and forty cents.

And the said defendant having moved the court for an order upon the said complainant to select and receive out of the goods aforesaid a sufficient amount to satisfy his demand aforesaid, and that the excess or residue thereof be released from the said demand of the complainant, and be restored to said defendant to be disposed of as he shall think proper.

The court doth thereupon further order, adjudge, and decree, that the said complainant is only entitled to take and receive out of the goods aforesaid such as he may select, to the value of said sum of $2,002 $\frac{59}{100}$, in satisfaction and full discharge of his demand and mortgage aforesaid; and that said defendant is entitled to the excess and residue thereof, to take, hold, and dispose of the same as he shall elect; and that said complainant do proceed to make such selection from said goods, and take and receive the same according to the terms of his agreement aforesaid, to the said amount of $2,002 $\frac{59}{100}$, at the reasonable value thereof, at Little Rock, in the State of Arkansas, on the 3d day of March, A. D. 1844, in satisfaction and full discharge of the obligation and mortgage aforesaid, within three days from the time he shall be served with a copy of this order; and it appearing that the said complainant resides without this district, to wit, in the State and district of Indiana, therefore it is further ordered, that service of the order aforesaid, upon his solicitor of record in this cause, be deemed and taken as a sufficient service on said complainant; and doth further order, adjudge, and decree, that if the said complainant shall fail or refuse to

make such selection as aforesaid from said goods, to the value aforesaid, in discharge and full satisfaction of the obligation and mortgage aforesaid, within the period of time herein in that behalf prescribed; that this cause be, upon the happening of such event, referred to the master heretofore appointed therein, and that he do thereupon, in the stead of said complainant, proceed to select from and out of the goods aforesaid, now in the hands of the receiver, such a quantity as shall be fully equal in value to the said sum of $2,002 $\frac{69}{100}$, according to the appraisement thereof heretofore made by him, or under his direction, and by him returned and filed in this cause, on the 29th day of July, 1850, so as to make the stock selected embrace as good a variety of articles as possible for the business and trade of a jeweller, or dealer in articles of such description; and that the master take such testimony as may be proper, to enable him to make such selection as directed above; and that the master make a report of his proceedings under this order at as early a day as practicable; and every other question is reserved until the coming in of such report, or the court shall be satisfied that the complainant has *been* satisfied his said demand by his own selection as above directed or otherwise.

UNITED STATES OF AMERICA,
District of Arkansas, sct.

I, William Field, clerk of the circuit court of the United States, for the district of Arkansas, do certify, that the above is a true and perfect copy of the decree and order in the case of Martin Very vs. Jonas Levy, as appears of record in my office.

In testimony whereof I have hereto set my hand as clerk and affixed the seal of said court, this 7th day of August, A. D. 1850.

[SEAL.]

Attest: WM. FIELD, *Clerk*.

Marshal's return.

I hereby certify, that I served a copy of this decree on Absalom Fowler, esq., attorney of record of the plaintiff, this 7th day of August, 1850.

LUTHER CHASE, *U. S. Marshal*.

Fees, service - -	$2 00
Copy - - - -	75
	$2 75

(Endorsed.)
Filed August 13, 1850.
Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

And afterwards, to wit, on the 13th day of August, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

And now, on this day, the report of the master was returned into court, showing a division and separation of the goods held by the receiver, made by the master, which is ordered to be filed and noted of record in this cause.

Master's report.

MARTIN VERY
vs.
JONAS LEVY.

In the circuit court of the United States, for the district of Arkansas.

The master in chancery, appointed in this cause, respectfully reports further, that it appearing to him by the return of the marshal of the United States for said district, that the order in said cause duly certified, made on the 6th day of August, 1850, was served upon A. Fowler, esq., solicitor of said complainant, on the 7th day of August, 1850; and that said complainant, or his said solicitor, had failed to select of the jewelry, &c., in the hands of the receiver, appointed in this cause, to the amount of $2,002 $\frac{5}{100}$, as required by said order of court, the said master did proceed, on the 12th day of August, 1850, to select from and out of the goods aforesaid, in the hands of said receiver, a quantity embracing as good a variety of articles as possible for the business of a jeweller, amounting to the sum of $2,002 $\frac{5}{100}$, according to the appraisement heretofore made, and by him returned to this court; such selection being made by aid of the testimony of Marcus Dotter and John Kirk, who were duly sworn, and which said selection embraces the following articles, viz:

Marked.			
1	8	pair ear-rings and breastpin, @ 10	$60 00
2	2	do. fine ear-rings, @ 4	8 00
3	3½	doz. plated breastpins, @ 4 per doz.	13 33
4	6	large breastpins, painted sets, gold borders, @ 1 25	7 50
	2	cameos, @ 2 50	5 00
5	15	breastpins, @ 1 50 each	22 50
6	12	do. do., @ 1 25 each	15 00
7	130	breastpins, (plated) @ 25 each	32 50
8	5	do. gold, @ 1 25	6 25
9	131	plated breast pins, @ 50 each	65 50
	10	brass watches, @ 2 each	20 00
	1	doz. gilt seals	1 50
	1	doz. watch keys, @ 25 each	3 00
	½	doz. keys and chains, @ 1 each	6 00
			$286 08
	4	doz. plated breastpins, in boxes, @ 6 doz.	24 00

STATEMENT.—Continued.

Marked.				
	1	doz. pair plated ear-rings, @ 75 each		$8 00
	6	segar tooths, silver, @ 1		6 00
	1	doz. tooth picks		2 25
	1	dirk, silver scabbard		3 00
	1	case knife, fork, and spoon		1 50
10	2	doz. gilt pins, @ 3		6 00
11	9	gilt pins, @ 50		4 50
	1	lot lunette glasses, 51 dozen, @ 75 per dozen		39 75
	1	lot do. do. 62 dozen, @ 25 per dozen		15 50
	2	bunches guard chains @ 1		2 00
	2	packages fob chains @ 1		2 00
	¼	dozen razor strops		75
	6	cards necklace chains @ 1 00 card		6 00
	1	large package guard chains		1 00
	8	cards waist buckles @ 50		4 00
	6	quizzing glasses, plated, @ 1		6 00
	5	cases gilt jewelry @ 75 each		3 75
	1	dozen spectacle cases		1 50
	48	gold rings in cases, @ 2 each		96 00
12	20	pair ear-rings @ 75 each		15 00
	1	G. S. knife, fork, and spoon		1 50
13	60	breastpins, in paper box, @ 25 each		15 00
	44	plated rings, in box, @ 12½ each		5 50
	8	silver spectacles @ 1 25 each		10 00
	25	plated watch seals @ 75 each		18 75
	3	pair silver ear-rings @ $1, $2, $2 50		5 50
	1	silver waist buckle		1 50
	2	quizzing glasses @ 2 50		5 00
	1	pair jet ear-rings		3 00
	¼	dozen gold snaps @ 37½		2 25
14	4	breast pins @ 10		40
	8	thumb lancets @ 75		6 00
				$589 98
	3	cards pens, pencils, and holders @ 30 each		90
	1	musical box		3 50
	1	brass watch	2 00	
	4	silver watches @ 5 00 each	20 00	
	3	do. do. @ 8	24 00	
	2	do. do. 10	20 00	
	1	gold repeater	25 00	
				91 00
	24	gold rings @ 30		7 20
	4	broad do. @ 75		3 00
	10	gold do. @ 1 25		12 50
	1	set gold sleeve buttons		2 50
	1	watch hook		2 00
	2	pair ear-rings @ 1 25		2 50
	1	gold pearl pin		1 50
	2	pair gold wire ear-rings @ 37½		75
	1	gold watch seal with chain		3 00
	12	plated watch keys @ 50		6 00
	3	quizzing glasses @ 5 each		15 00
	1	gilt chain		1 00
15	6	gold breastpins @ 1 50		9 00
16	6	plated do. @ 75		4 50
17	6	do. do. 50		3 00
18	4	do. do.		1 00

STATEMENT.—Continued.

19	1	painted gold pin - - - - - -	$2 00
20	12	do. do. @ 1 50 - - - - -	18 00
21	20	plated do. 75 - - - - -	15 00
22	6	do. do. 50 - - - - -	3 00
	6	gold pens, silver cases, 1 - - - - -	6 00
23	9	gold breastpins @ 1 50 - - - - -	13 50
24	12	plated do. @ 75 - - - - -	9 00
25	8	do. do. @ 50 - - - - -	4 00
	1	small gold pencil - - - - - -	2 50
26	9	gold breastpins @ 1 50 - - - - -	13 50
			$846 33
27	20	plated breastpins @ 75 - - - - -	15 00
28	1	[3] pair gold ear-rings @ 5 - - - - -	15 00
	1	pair silver do. - - - - - -	2 00
29	2	plated do. with pins @ 2 00 - - - - -	4 00
	1	gold tops - - - - - - -	1 50
	1	dozen keys @ 12½ - - - - - -	1 50
	10	brass pocket inkstands, @ 25 - - - - -	2 50
	1	pocket spy glass - - - - - -	75
	18	shell spectacles, @ 50 - - - - -	9 00
	8	dozen main springs, @ $3 00 - - - - -	24 00
	1	dozen pair spectacles @ 20 - - - - -	2 40
	1	lot coral beads - - - - - -	1 00
	6	dozen G. S. butter knives, @ 9 - - - - -	54 00
	10	" " table spoons, @ 4 - - - - -	40 00
	20	large soup ladles, @ 2 50 - - - - -	50 00
	10	smaller soup ladles, @ 1 00 - - - - -	10 00
	6	gravy spoons, @ 75 - - - - - -	4 50
	4	dozen fish slicers, @ 18 - - - - -	72 00
	12	dozen dessert forks, @ 4 - - - - -	48 00
	12	dozen table forks, @ 7 - - - - -	84 00
	4	dozen dirk knives, @ 6 - - - - -	24 00
	1	dozen tea spoons - - - - - -	2 00
	3	large butcher knives, @ 75 - - - - -	2 25
	3	smaller butcher knives, @ 50 - - - - -	1 50
	3	small butcher knives, @ 25 - - - - -	75
	3	carving knives, @ 75 - - - - - -	2 25
	36	dozen G. S. thimbles, @ 50 doz. - - - - -	18 00
	24	dozen brass watch keys, @ 50 doz. - - - - -	12 00
	2	dozen pocket knives, @ 25 ea. - - - - -	6 00
	6	dozen razors, @ $6 - - - - - -	36 00
	6	razor strops, @ 50 - - - - - -	3 00
	6	pair snuffers, @ 75 - - - - - -	4 50
	20	dozen G. S. pencils, @ 2 doz. - - - - -	40 00
			$1,439 73
	4	cards steel fob chains, @ 1 50 - - - - -	6 00
	1	bunch pen holders - - - - - -	50
	24	dozen plated rings, @ 25 - - - - - -	6 00
	12	dozen gilt guard chains, @ 25 - - - - -	3 00
	5	dozen G. S. guard chains, @ 4 50 - - - - -	22 50
	18	cards steel pens, @ 25 - - - - - -	4 50
	3	dozen steel fob chains, @ 1 50 - - - - -	4 50
	60	sets ear-rings and breastpins, @ 37½ - - - - -	22 50
	9	dozen breast pins in boxes, @ 2 25 doz. - - - - -	20 25
	4	dozen fine razors, @ $6 00 - - - - - -	24 00
	3	dozen common razors, @ 3 00 - - - - -	9 00

STATEMENT.—Continued.

Marked.		
½	dozen G. S. sugar tongs, @ 75	$4 50
24	dozen gilt buckles, @ 75	18 00
20	cards brass fob chains, @ 25	5 00
1	set knives and forks, (dinner and dessert,)	10 00
2	dozen pearl handle knives, on cards, @ 8 50	12 00
1	cast knife, fork and spoon	1 50
3	butcher steels, @ 75	2 25
1	dozen table steels, @ 25	3 00
1	liquor stand	7 00
1	plated cruet stand	9 00
1	plated cruet	4 00
2	common cruets, @ 2 00	4 00
21	boxes breastpins, (1 dozen in box,) @ 25	5 25
12	boxes rings, (1 dozen in box,) @ 25	3 00
8	pair scissors, @ 20	1 60
5	pair do @ 10	50
5	dozen dirk knives, @ 6	30 00
11	pearl handled knives, @ 50	5 50
13	pair brass bracelets, @ 25	3 25
12	dozen G. S. pencils, @ 2	24 00
5	gilt neck chains, @ 1	5 00
13	cards neck chains, @ 1	13 00
		$1,733 83
6	dozen leather belts @ 2	12 00
6	dozen G. S. forks, table, @ 7	42 00
6	do do do dessert, @ 4	24 00
6	do do spoons, table, @ 4	24 00
1	do do ladles, @ 2 50 ea.	30 00
1	do do fish slicers, @ 1 50	18 00
2	do do tea spoons, @ 2	4 00
6	cards steel fob chains, @ 1 50	9 00
1	dozen pocket books, @ 10	1 20
10	pocket books, @ 10	1 00
36	ear-rings, with pins, @ 37½	13 50
3	dozen dirk knives, @ 6	18 00
3½	dozen pocket knives, @ 3	10 50
3	dozen razors, @ 6	18 00
2	dozen common razors, @ 3	6 00
4	dozen good razors, @ 6	24 00
12	boxes steel pens, @ 50	6 00
30	breastpins, in boxes, @ 25	7 50
1	do do	06
		$2003 59

All which is respectfully submitted.

L. E. BARBER,
Master in chancery.

Aug. 12th, 1850.

Expenses.

Marcus Dotter,	1 day's attendance	- - -	$1 25
John Kirk,	1 " "	- - - -	1 25
L. E. Barber, master, &c.		- - - -	5 00

Test, L. E. BARBER, *Master, &c.*

(*Endorsed.*)

Filed, Aug. 13, 1850.
Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

And afterwards, to wit, on the 15th day of August, 1850, the following order was had, to wit:

MARTIN VERY, complainant,
vs.
JONAS LEVY, defendant. } In chancery.

This cause came on to be further heard at the present term, and was argued by counsel, and the parties by their respective solicitors, now here in open court, waiving the time allowed by the rules of practice in such case for the filing exceptions to the master's report filed in this cause on the 13th of August, A. D. 1850, and declining to file exceptions thereto; thereupon, upon consideration thereof, it was ordered, adjudged, and decreed, as follows, viz., that the said report of the master, filed in this cause on the said thirteenth day of August, A. D. 1850, be, and the same is hereby, in all things approved and confirmed; and that the goods specified in the said last mentioned report of the master be delivered by the said receiver to said complainant on demand, and that the said complainant do take and receive the same in satisfaction and full discharge of the residue unpaid on the said bond and mortgage, upon which this suit is founded, to wit, the said sum of two thousand and two dollars and fifty-nine cents, found to be due and unpaid on said bond and mortgage, on the said third day of March, A. D. 1844; and that the residue of the said goods mentioned and specified in the said report of the master filed in this cause, on the twenty-ninth day of July, A. D. 1850, not mentioned and specified in the said report of the master filed in this cause on the 13th day of August, A. D. 1850, first above mentioned, be delivered by the receiver to the said defendant, Jonas Levy, on his demand, and upon his executing and delivering to the receiver a receipt therefor, specifying therein the articles so delivered to him, as the same are specified in the report of the master, filed as aforesaid, on the 29th day of July, A. D. 1850, and that the bond and the mortgage aforesaid, are discharged and satisfied; and that by such satisfaction thereof, the property mortgaged is absolved and released from all claims and lien of the said complainant, founded upon the liability and mortgage deed aforesaid, for the enforcement whereof this suit was instituted; and that the relief prayed be denied, and the said bill of said complainant be, and the same is hereby, dismissed. And further

that the sum of seventeen dollars be allowed to Luke E. Barber, the master in chancery appointed in this cause, for all his services rendered in and about the same, and five dollars each to Marcus Dotter and John Kirk, for their fees as witnesses summoned and attending before the said master; and that the said defendant, Jonas Levy, do pay the same to said master and witnesses, respectively, on demand; and that the same be taxed as other costs against the complainant; and that said complainant, Martin Very, do pay to the said defendant, Jonas Levy, all his costs in and about this suit expended, to be taxed by the clerk of this court; and that John M. Ross, the receiver appointed by the court in this case, for his services therein rendered, be allowed the sum of twenty dollars, and that said defendant do pay him the same on demand, and this amount be taxed as other costs against the complainant; and that the said parties go hence without day.

Whereupon came the said complainant, by his solicitors, and prays an appeal from the decree rendered herein to the next term of the Supreme Court of the United States; and thereupon, the court being fully advised in the premises, is of opinion that said prayer ought to be, and the same is hereby, granted. And thereupon it is further ordered by the court, that upon the said complainant giving security according to law for the prosecution of said appeal to effect, and to answer all damages and costs if he fail to prosecute the same; whereupon, A. Fowler, esquire, offered himself as security in said appeal, who is deemed sufficient by the court, and that the said appeal bond be in the sum of two hundred dollars.

Receiver's account.

MARTIN VERY
vs.
JONAS LEVY.

To services as receiver in this case, in receiving, storing, and keeping $5,700 worth of jewelry from the 25th day of April to the 15th day of August, 1850, $20 00.

Filed August 15, 1850.

Attest: WM. FIELD, *Clerk*,
By R. SEARCY, *D. C.*

Defendant Levy's receipt to receiver.

MARTIN VERY
vs.
JONAS LEVY.

In United States circuit court, district of Arkansas.

In this case John M. Ross was appointed receiver by the court, to receive and hold, subject to the order of said court, certain jewelry and goods, which are particularly described and designated in an inventory filed in said court on the 25th day of April, A. D. 1850, upon which

said receiver executed his receipt when the jewelry and goods were placed in his possession as such receiver. On the 15th day of July, 1850, L. E. Barber, esq., was appointed by the court master in chancery, to take an inventory and report to said court the total amount and value of such jewelry and goods placed in the hands of said receiver; and on the 29th day of July, A. D. 1850, said master reported to the court, and filed an inventory of all the goods and jewelry, with their valuation, showing that they amounted to the sum of five thousand seven hundred and seventy-six dollars and ninety-nine cents, ($5,776\frac{99}{100}$.) On the 2d day of August, 1850, the said master in chancery was ordered by the court to select and set apart for said complainant out of said jewelry and goods a portion of the same, to the amount of two thousand and two dollars and fifty-nine cents, ($2,002\frac{59}{100}$) which he did. The goods selected by said master are particularly described and designated by the inventory accompanying his report, filed in said court on the 13th day of August, A. D. 1850, and are, by order of the court, in the hands of said receiver, subject to the order of the complainant in this case.

The residue of the jewelry and goods aforesaid, (after the above amount of $\$2,002\frac{59}{100}$ set apart for said complainant, and which residue according to the inventory first filed in said court by said master in chancery,) amounts to the sum of three thousand seven hundred seventy-four dollars and forty cents, ($\$3,774\frac{40}{100}$,) the said receiver has this day turned over to me under an order of the court. And I hereby acknowledge to have received from said receiver all of said residue of the jewelry and goods aforesaid, and hereby release him and his securities from any liabilities for the same; which residue as above stated amounts to the sum of $\$3,774\frac{40}{100}$.

Given under my hand in duplicate, this 16th day of August, 1850.

JONAS LEVY.

(Endorsed.) Filed August 16, 1850.

Attest: WILLIAM FIELD, *Clerk*,
By R. SEARCY, *D. C.*

Appeal bond.

Know all men by these presents, that I, Absalom Fowler, of the city of Little Rock, in the State of Arkansas, as surety of Martin Very, of the State of Indiana, am held and firmly bound unto Jonas Levy, of said city of Little Rock, in the just and full sum of two hundred dollars, to be paid to the said Jonas Levy, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, I bind myself, my heirs, executors, [and] administrators, by these presents.

Sealed with my seal, and dated this sixteenth day of August, in the year of our Lord one thousand eight hundred and fifty.

Conditioned, that whereas, at a circuit court of the United States, in and for the district of Arkansas, in the April term thereof, in the year

last aforesaid, to wit, on the fifteenth day of August, in said year and term, in a certain suit in chancery depending in said circuit court, between the said Martin Very, complainant, and the said Jonas Levy, defendant, for the foreclosure of a certain mortgage, a final decree was rendered against the said Martin Very, from which decree he prayed an appeal to the Supreme Court of the United States, which was granted and allowed, and ordered to operate as a supersedeas on his giving a bond, with security, according to law, in the sum of two hundred dollars, to prosecute such appeal with effect.

Now, if the said Martin Very shall prosecute such appeal to effect, and answer and pay all moneys and costs, which have been adjudged against him, and also all moneys and costs which may be decreed against him by the said Supreme Court, and otherwise abide such decree as the said Supreme Court may render in the premises, if he fail to make good the said appeal, then the above obligation to be void, else to remain in full force and virtue.

A. FOWLER. [SEAL.]

Approved by DANIEL RINGO, *U. S. Judge for the district of Arkansas.*

(Endorsed.) Filed August 16, 1850.
Attest: WILLIAM FIELD, *Clerk*,
By R. SEARCY, *D. C.*

THE UNITED STATES OF AMERICA,
District of Arkansas, sct.

I, William Field, clerk of the circuit court of the United States, in and for the district of Arkansas, do certify, that the foregoing one hundred and forty-eight pages, and parts of pages, in the case of Martin Very vs. Jonas Levy, contain a full and complete transcript of the papers, record, proceedings, and decree in the said case.

In testimony whereof I have hereto set my hand as clerk, and affixed the seal of said court, at the court-house in the city of [L. S.] Little Rock, this 28th day of October, A. D. 1850, and the 75th year of American independence.

Attest: WILLIAM FIELD, *Clerk*.